

## Section I Notice of Development of Proposed Rules and Negotiated Rulemaking

**FISH AND WILDLIFE CONSERVATION  
COMMISSION**

**Vessel Registration and Boating Safety**

RULE NO.:       RULE TITLE:

68D-24.018:     St. Johns River Boating Restricted Areas

**PURPOSE AND EFFECT:** In order to protect the public, FWC is proposing rule language that will establish an idle speed no wake boating-restricted area from shoreline to shoreline in the St. Johns River extending approximately 1.25 miles north of the I-4 bridge in Sanford, Florida. This boating-restricted area would become effective only when the river is at flood stage. The proposed boating restricted area would have a flood stage restriction height of 5.5 feet as reported by the National Weather Service gauge at Lake Monroe. A slow speed minimum wake zone already exists on the St. Johns River that extends to this portion of the river; however, Seminole County and local FWC law enforcement have additional concerns for public safety during flooding in this area.

**SUBJECT AREA TO BE ADDRESSED:** Boating Restricted Areas on the St. Johns River in Sanford, Florida

**RULEMAKING AUTHORITY:** 327.04, 327.46 FS.

**LAW IMPLEMENTED:** 327.46, FS.

IF REQUESTED IN WRITING AND NOT DEEMED UNNECESSARY BY THE AGENCY HEAD, A RULE DEVELOPMENT WORKSHOP WILL BE NOTICED IN THE NEXT AVAILABLE FLORIDA ADMINISTRATIVE REGISTER.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT, IF AVAILABLE, IS: Lamont Nelson, Division of Law Enforcement, Boating and Waterways Section, 620 South Meridian St., Tallahassee, Florida 32399-1600, (850)488-5600, lamont.nelson@myfwc.com

THE PRELIMINARY TEXT OF THE PROPOSED RULE DEVELOPMENT IS NOT AVAILABLE.

## Section II Proposed Rules

**DEPARTMENT OF EDUCATION**

**State Board of Education**

RULE NO.:       RULE TITLE:

6A-1.0017:     School Environmental Safety Incident Reporting (SESIR)

**PURPOSE AND EFFECT:** This new rule defines the reporting requirements of SESIR, as mandated by Senate Bill 7030

(2019-22, Laws of Florida) in s. 1006.07(9), F.S. The effect is to set forth the requirements for school districts to report school-related incidents, training requirements to enhance accuracy, and accountability for principals, school districts, and the Commissioner to aid in improving reporting.

**SUMMARY:** Reporting requirements of SESIR.

**SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:**

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: Based upon the nature of the new rule, which largely codifies existing reporting requirements, this proposed rule is not expected to have any adverse impact on economic growth, business competitiveness or any other factors listed in s. 120.541(2)(a), F.S., and will not require legislative ratification. No increase in regulatory costs are anticipated as a result of the rule changes.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

**RULEMAKING AUTHORITY:** 1001.02(2)(n), 1006.07(9), F.S.

**LAW IMPLEMENTED:** 1001.212(8), 1001.42(13)(b), 1001.51(12), 1001.54(3), 1002.33(16)(b)10., 1006.07(9), 1006.09(6), 1006.135(2)(e), 1006.147(4)(k), 1006.147(6), 1008.385, F.S.

**A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:**

**DATE AND TIME:** May 13, 2020, 9:00 a.m.

**PLACE:** Conference call 1(888)220-8451, confirmation code 697978.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Julie Collins, Office of Safe Schools, 325 West Gaines Street, Tallahassee, FL 32399-0400, (850)245-0676.

THE FULL TEXT OF THE PROPOSED RULE IS:

6A-1.0017 School Environmental Safety Incident Reporting (SESIR).

(1) Purpose. The purpose of this rule is to set forth the requirements school districts must use to report disruptive or

criminal incidents to the Florida Department of Education so that the data can, in turn, be used in required state and federal reports, including EdFacts, the United States Department of Education, Office of Civil Rights Data Collection (required by 20 U.S.C. 3413(c)(1)), the Gun Free Schools Act report (required by 20 U.S.C. 7961(d) and (e)), the Every Student Succeeds Act report cards (required by 20 U.S.C. 6311(h)(1) and (2)), and state reports on Bullying and Harassment (required by s. 1006.147, F.S.). SESIR data is also used to design and evaluate interventions to provide a safe learning environment. SESIR is not a law enforcement reporting system.

(2) Definitions.

(a) "Locally-defined incident" means an incident that is a violation of a local code of student conduct, but does not meet the definition of any incident reportable to SESIR.

(b) "Rank order level" means a classification of incidents by severity. Incidents classified as Level I are the most serious and incidents classified as Level IV are the least serious.

(c) "Related element" means a factor that was present during or contributed to the incident but was not the main offense. All related elements that are applicable are required to be reported with SESIR incidents.

(d) "School district or "district" means a Florida school district, the Florida Virtual School (s. 1002.37, F.S.), the Florida School for the Deaf and Blind (s. 1002.36, F.S.), and Developmental Research (Laboratory) Schools (s. 1002.32, F.S.).

(3) Analysis of incidents.

(a) In order to determine whether an incident must be reported in SESIR, the following three (3) criteria must be met:

1. The incident meets one of the SESIR incident definitions listed in subsection (7).

2. The incident occurred on a K-12 school campus, on school-sponsored transportation, during off-campus school-sponsored activities, or off campus where the incident is accomplished through electronic means, if the incident substantially disrupts the educational process or orderly operation of a school.

3. Where the incident was carried out by a student, taking into account developmentally age appropriate behavior and disability, if any, the student had the capacity to understand his or her behavior and the inappropriateness of his or her actions.

(b) SESIR incidents that meet the requirements of paragraph (3)(a) of this rule must be reported regardless of whether:

1. The incident was carried out by a student, a person other than a student, or where the person who carried out the incident is unknown;

2. The victim of the incident is a student, a person other than a student, or where the victim is unknown;

3. The incident occurred when school was in session or not. SESIR incidents occur 365 days a year at any time of the day or night; or.

4. Disciplinary action is taken by the school district and regardless of whether law enforcement action is taken.

(4) Requirement to report SESIR incidents.

(a) All incidents meeting the requirements of subsection (3) of this rule must be reported by school districts to the Department of Education.

(b) A school district must not report an incident which meets the requirements of subsection (3) of this rule as a locally-defined incident in lieu of reporting the incident to the Department of Education.

(5) General SESIR reporting conventions.

(a) SESIR is an incident-based reporting system, which means that a single incident is reported once, even where there are multiple offenders or victims, or multiple offenses that occur within one incident.

1. If there is more than one offense in a single incident, districts are required to report the incident that is the most egregious, by rank order level. Incidents that are classified as Level I are the most serious and Level IV are the least serious.

2. If there are multiple offenses that have the same rank order level, districts must report the offense that caused the most injury or damage to property.

(b) When reporting a SESIR incident, districts are required to report all related elements as described in subsection (8) of this rule that are present or contribute to a reported incident. A related element must be reported even where it duplicates the incident. For example, when reporting an Alcohol incident, the Alcohol-related element must also be reported.

(c) School districts must report SESIR incidents to the Department during the survey periods and using the elements set forth in Rule 6A-1.0014, Comprehensive Management Information System.

(6) Incident specific SESIR reporting conventions.

(a) For incidents of Bullying, Harassment, Sexual Harassment, Threat/Intimidation, and any other incident that is Bullying-Related, districts are required to report the Incident Basis and the Victim Basis, which identifies whether the incident is based upon the person's race, sex, disability, sexual orientation, or religion.

(b) Allegations of Bullying and Harassment that are not able to be substantiated after investigation must be reported in SESIR as Unsubstantiated Bullying and Unsubstantiated Harassment, respectively, pursuant to s. 1006.147(4)(k), F.S.

(7) Incident definitions.

(a) Alcohol: Possession, sale, purchase, or use of alcoholic beverages. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

(b) Aggravated Battery: A battery where the attacker intentionally or knowingly causes great bodily harm, permanent disability, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant.

(c) Arson: To intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents. Fires that are not intentional, that are caused by accident, or do not cause damage are not required to be reported in SESIR.

(d) Burglary: Unlawful entry into or remaining in a dwelling, structure, or conveyance with the intent to commit a crime therein.

(e) Bullying: Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation. Bullying includes instances of cyberbullying.

(f) Disruption on Campus-Major: Disruptive behavior that poses a serious threat to the learning environment, health, safety, or welfare of others. Examples of major disruptions include bomb threats, inciting a riot, or initiating a false fire alarm.

(g) Drug Sale or Distribution: The manufacture, cultivation, sale, or distribution of any drug, narcotic, controlled substance or substance represented to be a drug, narcotic, or controlled substance.

(h) Drug Use or Possession: The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

(i) Fighting: When two or more persons mutually participate in use of force or physical violence that requires either physical intervention or results in injury requiring first aid or medical attention. Lower-level fights, including pushing, shoving, or altercations that stop on verbal command are not required to be reported in SESIR.

(j) Harassment: Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or has the effect of substantially disrupting the orderly operation of a school, including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

(k) Hazing: Any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

(l) Homicide: The unjustified killing of one human being by another.

(m) Kidnapping: Forcibly, or by threat, confining, abducting, or imprisoning another person against his or her will and without lawful authority.

(n) Larceny/Theft (\$750 threshold): The unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. Incidents that fall below the \$750 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies.

(o) Other Major Incidents: Any serious, harmful incident resulting in the need for law enforcement consultation not previously classified.

(p) Physical Attack (Battery): An actual and intentional striking of another person against his or her will, or the intentional causing of bodily harm to an individual.

(q) Robbery: The taking or attempted taking of anything of value that is owned by another person or organization, under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear.

(r) Sexual Assault: An incident that includes threatened rape, fondling, indecent liberties, or child molestation. Both males and females can be victims of sexual assault.

(s) Sexual Battery (Rape): Forced or attempted oral, anal, or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or foreign object. Both males and females can be victims of sexual battery.

(t) Sexual Harassment: Unwanted verbal, nonverbal, or physical behavior with sexual connotations by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation or unreasonably interfere with the individual's school performance or participation, as defined in Rule 6A-19.008, F.A.C.

(u) Sexual Offenses (Other): Other sexual contact, including intercourse, without force or threat of force. Includes subjecting an individual to lewd sexual gestures, sexual activity, or exposing private body parts in a lewd manner.

(v) Threat/Intimidation: An incident where there was no physical contact between the offender and victim, but the victim

felt that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats (e.g., brandishing a weapon) and verbal threats of physical harm which are made in person. Threats made over the phone or in threatening letters are excluded.

(w) Tobacco: The possession, use, distribution, or sale of tobacco or nicotine products on school grounds, at school-sponsored events, or on school transportation by any person under the age of 21.

(x) Trespassing: To enter or remain on school grounds, school transportation, or at a school-sponsored event, without authorization or invitation and with no lawful purpose for entry.

(y) Vandalism (\$1,000 threshold): The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it. Incidents that fall below the \$1,000 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies.

(z) Weapons Possession: Possession of a firearm or any instrument or object that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm.

(8) Related element definitions.

(a) Alcohol-related: An incident is alcohol related if there is evidence that those involved in the incident were caught drinking at the incident or had been drinking, based on testing or investigation of a Law Enforcement Officer at the scene, or if they admit to drinking, or if the incident is somehow related to possession, use or sale of alcohol. Schools are not required to test for the presence of alcohol.

(b) Bullying-related: An incident is bullying related if the incident includes systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.

(c) Drug-related: An incident is drug related if there is evidence that those involved in the incident were under the influence of drugs at the time of the incident; if they admit to using or being under the influence of drugs; if drugs were in the possession of individuals involved in the incident, based on testing or investigation done by a police officer as a result of the incident; or if the incident is somehow related to possession, use or sale of drugs. Schools are not required to test for drug use.

(d) Gang-related: An incident is gang-related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident.

(e) Hate Crime-related: All SESIR incidents motivated all or in part by hostility to the victim's real or perceived race,

religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference or mental/physical disability are required to be reported as Hate Crime-related.

(f) Hazing-related: An incident is hazing-related if the incident includes any action or situation that endangers the mental or physical health or safety of a student for purposes of initiation or admission into or affiliation with any school-sanctioned organization.

(g) Injury-related: All SESIR incidents that result in serious bodily injury are required to be reported as Injury-related. Less serious bodily injury means incidents which require immediate first aid or subsequent medical attention. More serious injuries include death or injuries with substantial risk of death, extreme physical pain, protracted and obvious disfigurement, and protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

(h) Vaping-related: All SESIR incidents that involve the use of non-combustible vaping products, including electronic cigarettes, vapes and vape pens, or any electronic nicotine delivery system (ENDS) are required to be reported as Vaping-related, if the liquid used contains nicotine or a controlled substance. Schools are not required to test for nicotine or drugs in vaping devices.

(i) Weapon-related: All SESIR incidents are required to be reported as Weapon-related where anyone involved possessed or used a weapon or if the incident was related to possession, use or sale of weapons.

(9) Reporting law enforcement involvement. A school district must report to the Department any SESIR incident:

(a) That is reported or referred to law enforcement by school district personnel, pursuant to the provisions of s. 1006.13, F.S.; or

(b) That results in consultation with law enforcement by school district personnel, pursuant to the provisions of s. 1006.13, F.S.

(10) Training required. Each district superintendent must designate persons responsible for SESIR reporting in the district and ensure that all such persons receive the on-line training found at <http://sesir.org>. SESIR training provided by Department staff can be used to satisfy the online training requirement.

(11) Accountability for SESIR reporting. In order to enhance SESIR reporting, the persons or entity listed below have the following responsibilities:

(a) School principals. Each public school principal, including charter school principals or equivalent, must ensure that all persons at the school responsible for SESIR information participate in the training set forth in subsection (10) of this rule and must ensure that SESIR data is accurately and timely reported.

(b) School District Superintendents. Each school superintendent must ensure that all persons responsible for reporting SESIR data have received the training required in subsection (10) of this rule, that any local district policies are consistent with the SESIR reporting requirements set forth in this rule and Rule 6A-1.0014, F.A.C., and that the district timely and accurately reports SESIR incidents. Annually, superintendents must certify to the Department that these requirements have been met.

(c) Office of Safe Schools. The Office shall conduct site visits at schools throughout the state, as well as conduct data reviews. The review must include school district policies, training records, school incident and school discipline records. Superintendents, principals and school safety specialists must fully cooperate with requests for information when the Office of Safe Schools is reviewing and evaluating districts for compliance with SESIR reporting.

(d) Commissioner of Education. If a district fails to report SESIR data by the survey deadlines, set forth in Rule 6A-1.0014, F.A.C., the Commissioner must request that the district school board withhold the superintendent's salary, pursuant to s. 1001.51(12) and s. 1001.42(13)(b), F.S., until the SESIR data is reported. If there is cause to believe that a superintendent knowingly transmitted or caused to be transmitted false or incorrect information, the Commissioner shall cause the allegation to be investigated and refer the matter for disciplinary action pursuant to s. 1012.796, F.S., if the superintendent holds a license or certificate under Chapter 1012 and take action to enforce the forfeiture of the superintendent's annual salary. Rulemaking Authority 1001.02(2)(n), 1006.07(9) FS. Law Implemented 1001.212(8), 1001.42(13)(b), 1001.51(12), 1001.54(3), 1002.33(16)(b)10., 1006.07(9), 1006.09(6), 1006.135(2)(e), 1006.147(4)(k), 1006.147(6), 1008.385 FS. History-New

NAME OF PERSON ORIGINATING PROPOSED RULE:  
Damien Kelly, Executive Director, Office of Safe Schools.

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Richard Corcoran, Commissioner, Department of Education.

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: April 20, 2020

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: March 13, 2020

**DEPARTMENT OF EDUCATION**

**State Board of Education**

RULE NO.: 6A-1.00141: RULE TITLE: Florida Education Identifier Assignment and Requirements

PURPOSE AND EFFECT: To implement the Florida Education Identifier (FLEID) as the primary identifier in data submissions to the department; records containing a student's

social security number, Student ID, or Alias ID will not be accepted by the department's management information systems. The effect of the rule maintains student privacy both locally and within the department while also reducing the usage of the SSN (which is embedded within the existing Florida Student ID).

SUMMARY: This rule addresses the parameters of FLEID assignment and school district reporting requirements.

**SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:**

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: Based upon the nature of the changes, this proposed rule is not expected to have any adverse impact on economic growth, business competitiveness or any other factors listed in s. 120.541(2)(a), F.S., and will not require legislative ratification. No increase in regulatory costs are anticipated as a result of this new rule.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 1001.02(2)(n), 1008.386(2), 1008.386(3), FS.

LAW IMPLEMENTED: 1008.386, FS.

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: May 13, 2020, 9:00 a.m.

PLACE: Conference call 1(888)220-8451, confirmation code 697978.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Shawna Reid, Bureau of Technology Planning and Management, Florida Department of Education, 325 West Gaines Street, Tallahassee, Florida 32399-0400, (850)245-0428.

THE FULL TEXT OF THE PROPOSED RULE IS:

6A-1.00141 Florida Education Identifier Assignment and Requirements

(1) Purpose. The Florida Education Identifier (FLEID) system provides each student a unique identifier to be used as the primary means of identification in state and local databases.

Use of the FLEID improves security of personally identifiable information and reduces potential exposure of Social Security Numbers in data management systems.

(2) Definitions.

(a) "Alias student identifier (Alias ID)" means the ten-character code used to identify the first student identifier assigned to each student in a district. In most cases, the Alias ID is the same as the Student ID.

(b) "Florida Education Identifier (FLEID)" is a 14-digit alphanumeric identifier assigned to students and staff to uniquely identify a person within Florida's educational data systems. FLEIDs can only be generated by the Department of Education.

(c) "Local student identifier (Local ID)" means the ten-character code used by a school district to uniquely identify a student. This identifier is generally different than the Student ID and Alias ID.

(d) "Primary identifier" means the central identifier for individuals in a database or management system. It is also known as a "primary key."

(e) "Student identifier (Student ID)" means the ten-character code used to uniquely identify a student prior to the development of the FLEID. Student identifiers are based on a student's social security number, if one is provided.

(3) School district reporting requirements.

(a) Beginning July 1, 2020, a FLEID must be used as a student's primary identifier by school districts when reporting information to the department in the comprehensive management information system under s. 1008.385, F.S.

(b) Records containing a student's social security number, Student ID, and Alias ID will not be accepted by the department's management information systems after July 1, 2020.

(4) FLEID assignment.

(a) A student record is required to be submitted for FLEID assignment when a student enrolls in a K-12 institution for the first time, or if the student's enrollment information has been updated or modified since initially submitted.

(b) In order to assign an FLEID to students, school districts must provide the following information to the department:

1. Social security number, if available, or one existing local identifier (student identifier, alias identifier, or local student identifier) if the social security number does not exist;

2. First name;

3. Last name; and

4. Date of birth.

(c) Districts or institutions can log on to the department's Single Sign-On portal at [www.fldoe.org/sso](http://www.fldoe.org/sso) in order to check the status of FLEID assignment and to view or resolve issues with the records provided, including resolving close matches to existing student records.

(5) Each district or institution that submits records for FLEID assignment must provide contact information for staff who will assist the department in resolving issues with FLEID assignment. Updates and modifications to FLEID designated contacts must be sent to the department at [FLEIDProject@fldoe.org](mailto:FLEIDProject@fldoe.org).

Rulemaking Authority 1001.02(2)(n), 1008.386(2), (3), FS. Law Implemented 1008.386, FS. History-New

NAME OF PERSON ORIGINATING PROPOSED RULE:  
Andre Smith, Chief Information Officer, Division of Technology & Innovation.

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Richard Corcoran, Commissioner, Department of Education.

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: April 17, 2020

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: April 1, 2020

**FLORIDA HOUSING FINANCE CORPORATION**

RULE NOS.:	RULE TITLES:
67-21.001	Purpose and Intent
67-21.002	Definitions
67-21.0025	Miscellaneous Criteria
67-21.003	Application and Selection Process for Developments
67-21.004	Federal Set-Aside Requirements for MMRB Loans
67-21.0045	Determination of Method of Bond Sale
67-21.006	MMRB Development Requirements
67-21.007	MMRB Fees
67-21.008	Terms and Conditions of MMRB Loans
67-21.009	Interest Rate on Mortgage Loans
67-21.010	Issuance of Revenue Bonds
67-21.013	Non-Credit Enhanced Multifamily Mortgage Revenue Bonds
67-21.014	MMRB Credit Underwriting Procedures
67-21.015	Use of Bonds with Other Affordable Housing Finance Programs
67-21.017	Transfer of Ownership of a MMRB Development
67-21.018	Refundings and Troubled Development Review
67-21.019	Issuance of Bonds for Section 501(c)(3) Entities
67-21.025	HC Fees
67-21.026	HC Credit Underwriting Procedures
67-21.027	HC General Program Procedures and Requirements
67-21.028	HC with Tax-Exempt Bond-Financed Developments
67-21.029	HC Extended Use Agreement
67-21.030	Sale or Transfer of a Housing Credit Development
67-21.031	Qualified Contracts

**PURPOSE AND EFFECT:** The purpose of this Rule Chapter is to establish the procedures by which the Corporation shall:

(1) Administer the Application process, determine bond allocation amounts and implement the provisions of the Multifamily Mortgage Revenue Bond (MMRB) Program authorized by Section 142 of the Code and Section 420.509, F.S.; and

(2) Administer the Application process, determine Non-Competitive Housing Credit amounts, and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.

The intent of this Rule Chapter is to encourage public-private partnerships to invest in residential housing; to stimulate the construction and rehabilitation of residential housing which in turn will stimulate the job market in the construction and related industries; and to increase and improve the supply of affordable housing in the State of Florida.

**SUMMARY:** Prior to the opening of an Application process, the Corporation (1) researches the market need for affordable housing throughout the state of Florida and (2) evaluates prior Applications to determine what changes or additions should be added to the Rule and/or Application. The proposed amendments to the Rule and adopted reference material include changes that will create a formulated process for selecting Developments that will apply for MMRB, Non-Competitive Housing Credits, or a combination of both.

**SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:**

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: The rule is not likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. The rule is not likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. In addition, the rule is not likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

**RULEMAKING AUTHORITY:** 420.507, 420.508, FS.

**LAW IMPLEMENTED:** 420.507, 420.508, 420.509, 420.5099 FS.

**A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:**

**DATE AND TIME:** May 19, 2020, 2:00 p.m. Eastern Time

**PLACE:** Florida Housing Finance Corporation, 227 North Bronough Street, Tallahassee, Florida 32301. The hearing will also be accessible by telephone and the call-in information will be posted on the Corporation's website: <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/current-rules-and-rule-development-process>.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Marisa Button, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197.

THE FULL TEXT OF THE PROPOSED RULE IS:

PART I ADMINISTRATION

67-21.001 Purpose and Intent.

The purpose of this rule chapter is to establish the procedures by which the Corporation shall:

(1) Administer the Application process, determine loan amounts and make and service mortgage loans for new construction or rehabilitation of affordable rental units under the Multifamily Mortgage Revenue Bonds (MMRB) Program authorized by section 420.509, F.S.; and,

(2) Administer the Application process, determine Non-Competitive Housing Credit amounts, and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and section 420.5099, F.S.

(3) This rule chapter shall be reviewed, and if necessary, repealed or renewed through the rulemaking process no later than five years from the effective date.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.509, 420.5099 FS. History—New 7-16-13, Repromulgated 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, Amended.

67-21.002 Definitions.

(1) “ACC” or “Annual Contribution Contract” means a contract between HUD and a Public Housing Authority containing the terms and conditions under which HUD assists in providing for development of housing units, modernization of housing units, operation of housing units, or a combination of the foregoing.

(2) “Acknowledgment Resolution” means the official action taken by the Corporation to reflect its intent to finance a Development provided that the requirements of the Corporation, the terms of the MMRB Loan Commitment, and the terms of the Credit Underwriting Report are met.

(3) “Act” means the Florida Housing Finance Corporation Act, chapter 420, part V, F.S.

(4) “Address” means the address number, street name and city or, at a minimum, street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.

(5) “Affiliate” means any person that:

(a) Directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer;

(b) Serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer;

(c) Directly or indirectly receives or will receive a financial benefit from a Development except as further described in rule 67-21.0025, F.A.C., or

(d) Is the spouse, parent, child, sibling, or relative by marriage of a person described in paragraph (a), (b) or (c), above.

(6) “Allocation Authority” means the total dollar volume of the state of Florida’s Housing Credit ceiling available for distribution by the Corporation and authorized pursuant to Section 42 of the IRC.

(7) “Annual Household Income” means the gross income of a person, together with the gross income of all persons who intend to permanently reside with such person in the Development to be financed by the Corporation, as of the date of occupancy shown on the income certification promulgated by the Corporation.

(8) “Applicable Fraction” means Applicable Fraction as defined in Section 42(c)(1)(B) of the IRC.

(9) “Applicant” means any person or legal entity of the type and with the management and ownership structure described herein that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to rule chapter 67-60, F.A.C., for one or more of the Corporation’s programs. For purposes of rule 67-21.031, F.A.C., Applicant also includes any assigns or successors in interest of the Applicant. Unless otherwise stated in a competitive solicitation, as used herein, a ‘legal entity’ means a legally formed corporation, limited partnership or limited liability company.

(10) “Application” means the forms and exhibits created by the Corporation for the purpose of providing the means to apply for MMRB only, Non-Competitive Housing Credits only, or both MMRB and Non-Competitive Housing Credits, as outlined in subsection 67-21.003(1), F.A.C. A completed Application may include additional supporting documentation provided by an Applicant.

(11) “Board” or “Board of Directors” means the Board of Directors of the Corporation.

(12) “Bond Counsel” means the attorney or law firm retained by the Corporation to provide the specialized services generally described in the industry as the ro003(1e of bond counsel.

(13) “Bond” or “Bonds” means Bond as defined in section 420.503, F.S.

(14) “Bond Trustee” or “Trustee” means a financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bond holders, and in some instances the Corporation, in enforcing the terms of the Program Documents.



(15) "Building Identification Number" means, with respect to a Housing Credit Development, the number assigned by the Corporation to describe each building in a Housing Credit Development, pursuant to Internal Revenue Service Notice 88-91.

(16) "Calendar Days" means the seven (7) days of the week.

(17) "Commercial Fishing Worker" means Commercial fishing worker as defined in section 420.503, F.S.

(18) "Competitive Housing Credits" or "Competitive HC" means those Housing Credits which come from the Corporation's annual Allocation Authority.

(19) "Compliance Period" means a period of time that the Development shall conform to all set-aside requirements as described further in the rule chapter and agreed to by the Applicant in the Application.

(20) "Contact Person" means the person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.

(21) "Corporation" means the Florida Housing Finance Corporation as defined in section 420.503, F.S.

(22) "Cost of Issuance Fee" means the fee charged by the Corporation to the Applicant for the payment of the costs and expenses associated with the sale of Bonds and the loaning of the proceeds, including a fee for the Corporation.

(23) "Credit Enhancement" means a letter of credit, third party guarantee, insurance contract or other collateral or security pledged to the Corporation or its Trustee for a minimum of ten years by a third party Credit Enhancer or financial institution securing, insuring or guaranteeing the repayment of the Mortgage Loan or Bonds under the MMRB Program.

(24) "Credit Enhancer" means a financial institution, insurer or other third party which provides a Credit Enhancement or guarantee instrument acceptable to the Corporation securing repayment of the Mortgage Loan or Bonds issued pursuant to the MMRB Program.

(25) "Credit Underwriter" means the independent contractor under contract with the Corporation having the responsibility for providing Credit Underwriting services.

(26) "Credit Underwriting" means an in-depth analysis by the Credit Underwriter of all documents submitted in connection with an Application.

(27) "Credit Underwriting Report" means the report that is a product of Credit Underwriting.

(28) "Cross-collateralization" means the pledging of the security of one Development to the obligations of another Development.

(29) "DDA" or "Difficult Development Area" means areas designated by the Secretary of Housing and Urban Development as having high construction, land, and utility

costs relative to area median gross income in accordance with section 42(d)(5)(B) of the IRC.

(30) "Developer" means the individual, association, corporation, joint venturer or partnership, which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.

(31) "Developer Fee" means the fee earned by the Developer.

(32) "Development" means Project as defined in section 420.503, F.S.

(33) "Development Cost" means the total of all costs incurred in the completion of a Development excluding Developer Fee, operating deficit reserves, and total land cost as typically shown in the Development Cost line item on the development cost pro forma.

(34) "Development Location Point" means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

(35) "Disclosure Counsel" means the Special Counsel designated by the Corporation to be responsible for the drafting and delivery of the Corporation's disclosure documents such as preliminary official statements, official statements, re-offering memorandums or private placement memorandums and continuing disclosure agreements.

(36) "Document" means electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.

(37) "Elderly" means Elderly as defined in section 420.503, F.S.

(38) "Elderly Housing" means housing or a unit being occupied or reserved for qualified persons pursuant to the Federal Fair Housing Act and section 760.29(4), F.S.

(39) "Eligible Persons" means one or more natural persons or a family, irrespective of race, creed, national origin, or sex, determined by the Corporation to be of Low Income.

(40) "EUA" or "Extended Use Agreement" means, with respect to the HC Program, an agreement which sets forth the set-aside requirements and other Development requirements under the HC Program.

(41) "Executive Director" means the Executive Director of the Corporation.

(42) “Family” means a household composed of one or more persons.

(43) “Farmworker” means Farmworker as defined in section 420.503, F.S.

(44) “Farmworker Development” means a Development:

(a) Of not greater than 80 units, at least 40 percent of the total residential units of which are occupied or reserved for Farmworker Households; and,

(b) For which independent market analysis demonstrates a local need for such housing.

(45) “Farmworker Household” means a household of one or more persons wherein at least one member of the household is a Farmworker at the time of initial occupancy.

(46) “Final Housing Credit Allocation” means, with respect to a Housing Credit Development, the issuance of Housing Credits to an Applicant upon completion of construction or Rehabilitation of a Development and submission to the Corporation by the Applicant of a completed and executed Final Cost Certification Application Package pursuant to rule 67-21.027, F.A.C.

(47) “Financial Beneficiary” means any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development, except as further described in rule 67-21.0025, F.A.C.

(48) “Florida Keys Area” means all lands in Monroe County, except:

(a) That portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park;

(b) All lands more than 250 feet seaward of the mean high water line owned by local, state, or federal governments; and

(c) Federal properties.

(49) “Freddie Mac Multifamily Targeted Affordable Housing Lender” means any entity that (a) has been approved and designated by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) to act as a lender and seller-servicer for Freddie Mac multifamily targeted affordable housing transactions (including those under Freddie Mac’s Tax-Exempt Loan Program) and (b) has accepted a written commitment from Freddie Mac to purchase Bonds under Freddie Mac’s Tax-Exempt Loan Program pursuant to the terms and conditions of said commitment.

(50) “General Contractor” means a person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in rules 67-21.014 and 67-21.026, F.A.C.

(51) “HC” or “Housing Credit Program” means the rental housing program administered by the Corporation in accordance with section 42 of the Internal Revenue Code and section 420.5099, F.S., under which the Corporation is

designated the Housing Credit agency for the state of Florida within the meaning of the following:

(a) Section 42(h)(7)(A) of the Internal Revenue Code;

(b) This rule chapter regarding Non-Competitive Housing Credits; and,

(c) Rule chapter 67-48, F.A.C., regarding Competitive Housing Credits.

(52) “Homeless” means Homeless as defined in section 420.621, F.S.

(53) “Housing Credit” means the tax credit issued in exchange for the development of rental housing pursuant to the following:

(a) Section 42 of the IRC;

(b) The provisions of this rule chapter regarding Non-Competitive Housing Credits; and,

(c) The provisions of rule chapter 67-48, F.A.C., regarding Competitive Housing Credits.

(54) “Housing Credit Allocation” means the amount of Housing Credits determined by the Corporation as necessary to make a Development financially feasible and viable throughout the Development’s Compliance Period pursuant to Section 42(m)(2)(A) of the IRC.

(55) “Housing Credit Development” means the proposed or existing rental housing Development(s) for which Housing Credits have been applied or received.

(56) “Housing Credit Extended Use Period” means, with respect to any building that is included in a Housing Credit Development, the period that begins on the first day of the Compliance Period in which such building is part of the Development and ends on the later of:

(a) The date specified by the Corporation in the Extended Use Agreement; or

(b) The date that is the fifteenth anniversary of the last day of the Compliance Period, unless earlier terminated as provided in Section 42(h)(6) of the IRC.

(57) “Housing Credit Period” means with respect to any building that is included in a Housing Credit Development, the period of 10 years beginning with:

(a) The taxable year in which such building is placed in service; or

(b) At the election of the Developer, the succeeding taxable year.

(58) “Housing Credit Rent-Restricted Unit” means, with respect to a Housing Credit Development, a unit for which the gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in its Application and shall be determined in a manner consistent with Section 42(g)(2) of the IRC.

(59) “Housing Credit Set-Aside” means the number of units in a Housing Credit Development necessary to satisfy Section 42(g) of the IRC and the percentage of units set-aside

by the Applicant in the Application or in response to a competitive solicitation, if applicable.

(60) "Housing Credit Syndicator" means a person, partnership, corporation, trust or other entity that regularly engages in the purchase of interests in entities that produce Qualified Low Income Housing Projects as defined in Section 42(g) of the IRC.

(61) "HUD" means the United States Department of Housing and Urban Development.

(62) "HUD Risk Sharing Program" means the program authorized by section 542(c) of the Housing and Community Development Act of 1992.

(63) "Identity of Interest" means, for the purpose of the HUD Risk Sharing Program, any person or entity that has a one percent or more financial interest in the Development and in any entity providing services for a fee to the Development.

(64) "Investment Banker" means, with respect to an issue of Bonds, an underwriter, placement agent or structuring agent who is under contract with the Corporation and whose primary purpose is to either:

(a) In the case of an underwriter, acquire the Bonds in a commercial arm's length transaction for resale to investors, or

(b) In the case of a placement agent or structuring agent, arrange for the sale of Bonds.

In either case, the underwriter, placement agent or structuring agent assists on matters pertinent to the Bond issue, such as structure, timing, marketing, terms, Bond ratings and cash flows.

(65) "IRC" or "Internal Revenue Code" means 26 CFR Sections 42, 142, 147, 151, and 501 of the Internal Revenue Code of 1986, together with corresponding and applicable final, temporary or proposed regulations, notices, and revenue rulings issued with respect thereto by the Treasury or the Internal Revenue Service of the United States.

(66) "IRMA" or "Independent Registered Municipal Advisor" means a professional who is under contract with the Corporation to provide advice with respect to the issuance of municipal securities, which advice may include, among other things, the determination of the method of sale for one or more series of Bonds. The IRMA owes the Corporation a fiduciary duty and is obligated to place the interest of the Corporation ahead of its own and may not engage in self-dealing.

(67) "Local Government" means Local government as defined in section 420.503, F.S.

(68) "Local Public Fact Finding Hearing" means a public hearing requested by any person residing in the county or municipality in which the proposed Development is located and which is conducted by the Corporation for the purpose of receiving public comment or input regarding the financing of a proposed Development with Bonds by the Corporation.

(69) "Low Income" means the adjusted income for a Family which does not exceed 80 percent of the area median income.

(70) "Lower Income Residents" means Families whose annual income does not exceed either 50 percent or 60 percent depending on the minimum set-aside elected of the area median income as determined by HUD with adjustments for household size. In no event shall occupants of a Development unit be considered to be Lower Income Residents if all the occupants of a unit are students as defined in section 151(c)(4) of the Internal Revenue Code or if the residents do not comply with the provisions of the Internal Revenue Code defining Lower Income Residents. (See section 142 of the Internal Revenue Code.)

(71) "MMRB" or "MMRB Program" means the Corporation's Multifamily Mortgage Revenue Bond Program.

(72) "MMRB LURA" or "MMRB Land Use Restriction Agreement" means an agreement among the Corporation, the Bond Trustee and the Applicant which sets forth certain set-aside requirements and other Development requirements under rule chapter 67-21, F.A.C.

(73) "MMRB Loan" means the loan made by the Corporation to the Applicant from the proceeds of the Bonds issued by the Corporation.

(74) "MMRB Loan Agreement" means the Program Documents or Loan Documents wherein the Corporation and the Applicant agree to the terms and conditions of the MMRB Loan, including the repayment of the MMRB Loan.

(75) "MMRB Loan Commitment" means the loan commitment executed by the Corporation and the Applicant after the issuance of a favorable Credit Underwriting Report that defines the conditions under which the Corporation agrees to make the MMRB Loan to the Applicant for the purpose of financing a Development.

(76) "Mortgage" means Mortgage as defined in section 420.503, F.S.

(77) "Mortgage Loan" means Mortgage loan as defined in section 420.503, F.S.

(78) "Non-Competitive Housing Credits" or "Non-Competitive HC" means those Housing Credits which qualify to be used with Tax-Exempt Bond-Financed Developments and do not come from the Corporation's annual Allocation Authority.

(79) "Non-Profit" means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the IRC and organized under chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which

shall receive at least 25 percent of the Developer Fee and which entity is acceptable to federal and state agencies and financial institutions as a sponsor for affordable housing, as further described in rule 67-21.0025, F.A.C.

(80) “Note” means a unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.

(81) “PBRA” or “Project-Based Rental Assistance” means a rental subsidy through a contract with HUD or RD for a property.

(82) “Persons with Special Needs” means Person with special needs as defined in section 420.0004(13), F.S.

(83) “PHA” or “Public Housing Authority” means a housing authority under chapter 421, F.S.

(84) “Preliminary Determination” means an initial determination by the Corporation of the amount of Housing Credits outside the Allocation Authority needed from the Treasury to make a Tax-Exempt Bond-Financed Development financially feasible and viable.

(85) “Preservation” means rehabilitation of an existing development that is at least 20 years old as of the date the Application is submitted to the Corporation ~~was originally built in 1996 or earlier~~ and has an active contract through one or more of the following HUD or RD programs: Sections 202 of the Housing Act of 1959 (12 U.S.C. §1701q), 236 of the National Housing Act (12 U.S.C. §1701), 514, 515, or 516 of the U.S. Housing Act of 1949 (42 U.S.C. §1484), or 811 of the U.S. Housing Act of 1937 (42 USC §1437), or either has PBRA or is public housing assisted through ACC. If funded through the Corporation, the Development must maintain at least the same number of PBRA or ACC units. Such developments must not have closed on funding from HUD or RD within the 20 years prior to when the Application is submitted to the Corporation ~~after 1996~~ where the budget was at least \$10,000 per unit for rehabilitation in any year.

(86) “Principal” means:

(a) For a corporation, each officer, director, executive director, and shareholder of the corporation.

(b) For a limited partnership, each general partner and each limited partner of the limited partnership.

(c) For a limited liability company, each manager and each member of the limited liability company.

(d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.

(e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.

(87) “Private Placement” means the sale of the Corporation Bonds directly or through an Investment Banker to 35 or fewer initial purchasers who are not purchasing the Bonds with the

intent to offer the Bonds for retail sale and who are Qualified Institutional Buyers.

(88) “Program Documents” or “Loan Documents” means the MMRB Loan Commitment, MMRB Loan Agreement, Note, Mortgage, Credit Enhancement, MMRB Land Use Restriction Agreement, trust indenture, preliminary and final official statements, intercreditor agreement, assignments, bond purchase agreement, compliance monitoring agreement, mortgage servicing agreement and such other ordinary and customary documents necessary to issue and secure repayment of the Bonds and the MMRB Loan sufficient to protect the interests of the Bond owners and the Corporation.

(89) “QCT” or “Qualified Census Tract” means any census tract which is designated by the Secretary of Housing and Urban Development as having either 50 percent or more of the households at an income which is less than 60 percent of the area median gross income, or a poverty rate of at least 25 percent, in accordance with section 42(d)(5)(B) ~~42(d)(5)(C)~~ of the Internal Revenue Code.

(90) “Qualified Institutional Buyer” is sometimes called a “sophisticated investor” and specifically includes the following:

(a) Any of the following entities, acting for its own account or the accounts of other Qualified Institutional Buyers that, in the aggregate, own and invest on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

1. Any insurance company as defined in section 2(13) of the Securities Act of 1933,

2. Any investment company registered under the Investment Company Act of 1940 or any business development company as defined in section 80a-2(a)(48) of that Act,

3. Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958,

4. Any plan established and maintained by a state or state agency or any of its political subdivisions, on behalf of their employees,

5. Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974,

6. Trust funds of various types, except for trust funds that include participants’ individual retirement accounts or H.R. 10 plans,

7. Any business development company as defined in section 80b-2(a)(22) of the Investment Advisors Act of 1940,

8. Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation (except a bank or savings and loan defined in section 3(a)(2) or 3(a)(5)(A) of the Securities Act of 1933, or a foreign bank or savings and loan or similar institution), partnership, Massachusetts or similar

business trust, or any investment adviser registered under the Investment Advisors Act.

(b) Any dealer registered under section 15 of the Securities Exchange Act of 1934, acting on its own behalf or on the behalf of other Qualified Institutional Buyers who in the aggregate own and invest at least \$10 million of securities of issuers not affiliated with the dealer (not including securities held pending public offering).

(c) Any dealer registered under section 15 of the Securities Exchange Act of 1934 acting in a riskless principal transaction on behalf of a Qualified Institutional Buyer.

(d) Any investment company registered under the Investment Company Act that is part of a family of investment companies that together own at least \$100 million in securities of issuers, other than companies with which the investment company or family of investment companies is affiliated.

(e) Any entity, all of whose equity owners are Qualified Institutional Buyers.

(f) Any bank or savings and loan defined in section 3(a)(2) or 3(a)(5)(A) of the Securities Act of 1933 or foreign bank or savings and loan or similar institution that, in aggregate with the other Qualified Institutional Buyers, owns and invests in at least \$100 million in securities of affiliates that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated during the 16 to 18 months prior to the sale.

(91) "Qualified Lending Institution" means any lending institution designated by the Corporation.

(92) "Qualified Project Period" means Qualified Project Period as defined in Section 142(d) of the Internal Revenue Code.

(93) "RD" or "Rural Development" means the Rural Development (RD), Rural Housing service (RHS) agency, within the United States Department of Agriculture (USDA), or any successor agency, department, entity or instrumentality designated by law to administer the programs or exercise the powers of the USDA RD RHS.

(94) "Redevelopment" means:

(a) With regard to a proposed Development that involves demolition of multifamily rental residential structures currently or previously existing that are at least 30 years old as of the date the Application is submitted to the Corporation ~~were originally built in 1986 or earlier~~ and either originally received financing or are currently financed through one or more of the following HUD or RD programs: Sections 202 of the Housing Act of 1959 (12 U.S.C. §1701q), 236 of the National Housing Act (12 U.S.C. §1701), 514, 515 or 516 of the U.S. Housing Act of 1949 (42 U.S.C. §1484), 811 of the U.S. Housing Act of 1937 (42 USC §1437), or have PBRA; and new construction of replacement structures on the same site maintaining at least the same number of PBRA units, or

(b) With regard to proposed Developments that involve demolition of public housing structures currently or previously existing on a site with a Declaration of Trust that are at least 30 years old as of the date the Application is submitted to the Corporation ~~were originally built in 1986 or earlier~~ and that are assisted through ACC; and new construction of replacement structures on the same site, providing at least 25 percent of the total new units with PBRA, ACC, or both, after Redevelopment.

(95) "Rehabilitation" means, with respect to the Housing Credit Program, the alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new construction, as further described in rule 67-21.0025, F.A.C.

(96) "Rehabilitation Expenditures," with respect to the MMRB Program, has the meaning set forth in section 147(d)(3) of the Internal Revenue Code.

(97) "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, is considered to be a "Scattered Site.") For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. All of the Scattered Sites must be located in the same county.

(98) "Special Counsel" means any attorney or law firm retained by the Corporation, pursuant to a Request for Qualifications (RFQ), to serve as counsel to the Corporation, including Disclosure Counsel.

(99) "State Bond Allocation" means the allocation of the state private activity bond volume limitation pursuant to chapter 159, part VI, F.S., administered by the Division of Bond Finance and allocated to the Corporation for the issuance of Tax-exempt Bonds by either the Single Family Mortgage Revenue Bonds or MMRB Programs.

(100) "Taxable Bonds" means those Bonds on which the interest earned is included in gross income of the owner for federal income tax purposes pursuant to the Internal Revenue Code.

(101) "Tax Exempt Bond-Financed Development" means a Development which has been financed by the issuance of Tax-exempt Bonds subject to applicable volume cap pursuant to section 42(h)(4) of the Internal Revenue Code.

(102) "Tax-exempt Bonds" means those Bonds on which all or part of the interest earned is excluded from gross income of the owner for federal income tax purposes pursuant to the Internal Revenue Code.

(103) "TEFRA Hearing" means a public hearing held pursuant to the requirements of the Internal Revenue Code and

in accordance with the Tax Equity and Fiscal Responsibility Act (TEFRA), section 147(f) of the Internal Revenue Code, at which members of the public or interested persons are provided an opportunity to present evidence or written statements or make comments regarding a requested application for Tax-exempt Bond financing of a Development by the Corporation.

(104) "Total Development Cost" means the total of all costs incurred in the completion of a Development all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant to this rule chapter, and as further described in rule 67-21.0025, F.A.C.

(105) "Treasury" means the United States Department of Treasury or other agency or instrumentality created or chartered by the United States to which the powers of the Department of Treasury have been transferred.

(106) "Website" means the Florida Housing Finance Corporation's website, the Universal Resource Locator (URL) of which is [www.floridahousing.org](http://www.floridahousing.org).

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.503, 420.503(4), 420.507, 420.508, 420.509, 420.5099 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 11-23-94, 2-6-97, 1-7-98, Formerly 9I-21.002, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 10-5-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

#### 67-21.0025 Miscellaneous Criteria.

(1) In addition to the alteration, improvement or modification of an existing structure, Rehabilitation or Preservation with respect to the Housing Credit Program also includes what is stated in Section 42(e) of the IRC, except that for the purposes of Non-Competitive HC, the following is substituted for Section 42(e)(3)(A)(ii)(II): "II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low-income units in the building, is \$15,000 or more."

(2) For purposes of this rule chapter, in accordance with Section 42 of the IRC, a for-profit entity wholly owned by one or more qualified non-profit organizations will constitute a Non-Profit entity. The purpose of the Non-Profit must be, in part, to foster low-income housing and such purpose must be reflected in the Articles of Incorporation of the Non-Profit entity. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the MMRB Land Use Restriction Agreement and the Extended Use Agreement, as applicable. If an Applicant applies to the Corporation as a Non-Profit entity but does not qualify as such, the Application will fail threshold.

(3) Total Development Cost includes the following:

(a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the Credit Underwriting process.

(b) The cost of site preparation, demolition, and development.

(c) Any expenses relating to the issuance of Tax-exempt Bonds or Taxable Bonds related to the particular Development.

(d) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer Fee, and the Corporation. However, fees of the Applicant's or Developer's attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall not be included in Total Development Cost.

(e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.

(f) The cost of the construction, rehabilitation, and equipping of the Development.

(g) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services.

(h) Expenses in connection with initial occupancy of the Development.

(i) Allowances for contingency reserves and any anticipated operating reserves as recommended by the Credit Underwriter and approved by the Corporation.

(j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the Corporation's bonds, for the construction or Rehabilitation of the Development.

(4) In determining the income standards of Eligible Persons for its various programs, the Corporation shall take into account the following factors:

(a) Requirements mandated by federal law.

(b) Variations in circumstances in the different areas of the state.

(c) Whether the determination is for rental housing.

(d) The need for family size adjustments to accomplish the purposes set forth in this rule chapter.

With respect to the HC Program, an Eligible Person shall mean a Family having a combined income which meets the income eligibility requirements of the HC Program and Section 42 of the IRC.

(5) Financial Beneficiary and Affiliate, as defined in rule 67-21.002, F.A.C., do not include third party lenders, third

party management agents or companies, third party service providers, Housing Credit Syndicators, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in this rule chapter.

(6) For computing any period of time allowed by this rule chapter, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(7) Disclosure of the Principals of the Applicant must comply with the following:

(a) The Applicant must disclose all of the Principals of the Applicant (first principal disclosure level). For Applicants seeking Housing Credits, the Housing Credit Syndicator/Housing Credit investor need only be disclosed at the first principal disclosure level and no other disclosure is required;

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level);

(c) The Applicant must disclose all of the Principals of all of the entities identified in paragraph (b) above (third principal disclosure level). Unless the entity is a trust, all of the Principals must be natural persons; and

(d) If any of the entities identified in paragraph (c) above are a trust, the Applicant must disclose all of the Principals of the trust (fourth principal disclosure level), all of whom must be natural persons.

(8) Disclosure of the Principals of each Developer must comply with the following:

(a) The Applicant must disclose all of the Principals of the Developer (first principal disclosure level); and

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level).

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.509, 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, 7-11-19, Repromulgated.

67-21.003 Application and Selection Process for Developments.

(1) Applicants shall apply for MMRB, Non-Competitive HC, or a combination of MMRB and Non-Competitive HC as set forth below. For purposes of this subsection only, the term NC Award shall refer to MMRB, Non-Competitive HC, or a combination of MMRB and Non-Competitive HC, and funding from the following Corporation programs will not be considered to be other Corporation funding: Predevelopment

Loan Program (PLP) and Elderly Housing Community Loan (EHCL) Program.

(a) If the NC Award will be in conjunction with other Corporation funding made available through the competitive solicitation funding process outlined in rule chapter 67-60, F.A.C., the Applicant shall apply for the NC Award using the forms and procedures specified in the applicable competitive solicitation for such other funding. Unless otherwise specifically provided in the solicitation, all of the substantive provisions of this chapter will continue to apply to the NC Award. Any references in this chapter to "Application" shall mean the application or response submitted for such other funding.

(b) If the NC Award will not be in conjunction with other Corporation funding made available through the competitive solicitation funding process outlined in rule chapter 67-60, F.A.C., the Applicant shall utilize the Non-Competitive Application Package in effect at the time the Applicant submits the Application. The Non-Competitive Application Package or NCA (Rev. 04-2020) (~~Rev. 04-2019~~) is adopted and incorporated herein by reference and consists of the forms and instructions available, without charge, on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Programs or from

[http://www.flrules.org/Gateway/reference.asp?No=Ref\\_10774](http://www.flrules.org/Gateway/reference.asp?No=Ref_10774), which shall be completed and submitted to the Corporation in accordance with this rule chapter.

(c) All Applications must be complete, legible and timely when submitted, except as described below. Corporation staff may not assist any Applicant by copying, collating, or adding documents to an Application nor shall any Applicant be permitted to use the Corporation's facilities or equipment for purposes of compiling or completing an Application.

(2) For purposes of the Non-Competitive Application Package, failure to submit an Application completed in accordance with the Application instructions and these rules will result in the failure to meet threshold in accordance with the instructions in the Application and this rule chapter.

(3) For purposes of the Non-Competitive Application Package, each submitted Application shall be evaluated and preliminarily scored using the factors specified in the Non-Competitive Application Package and these rules. The Contact Person shall be notified by e-mail of items identified by the Corporation to be addressed by the Applicant, which may include financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation. For the Corporation to deem an Application complete, all arrearages must be satisfied.

(4) For purposes of the Non-Competitive Application Package, each Applicant shall be allowed to cure its Application by submitting additional documentation, revised pages and such other information as the Applicant deems appropriate (“cures”) to address the issues raised pursuant to subsection (3), above, that could result in failure to meet threshold. A new form, page or exhibit provided to the Corporation prior to the time the Application is deemed complete shall be considered a replacement of that form, page or exhibit if such form, page or exhibit was previously submitted in the Applicant’s Application. Documents executed by third parties must be submitted in their entirety, including all attachments and exhibits referenced therein, even if only a portion of the original document was revised. Where revised or additional information submitted by the Applicant creates an inconsistency with another item in that Application, the Applicant shall also be required to make such other changes as necessary to keep the Application consistent as revised. In the event an invitation to Credit Underwriting is not extended within 12 months of the date on which the Application was initially received due to an uncured failure to meet threshold, then the Application will be deemed to have expired. Following expiration of an Application, the Applicant may submit a new Non-Competitive Application Package for the same Development, which shall include payment of the Application fee for the new Application.

(5) For purposes of the Non-Competitive Application Package, for Applications requesting MMRB only or MMRB and Non-Competitive HC, based on the availability of State Bond Allocation designated by the Board of Directors for multifamily housing, the Corporation will offer Applicants the opportunity to enter Credit Underwriting.

(6) An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in paragraph (c), below, if:

(a) The Board determines that the Applicant or any Principal, Financial Beneficiary, or Affiliate of the Applicant has made a material misrepresentation or engaged in fraudulent actions in connection with any Application for a Corporation program. For purposes of this subsection, there is a rebuttable presumption that an Applicant has engaged in fraudulent actions if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant:

1. Has been convicted of fraud, theft or misappropriation of funds,
2. Has been excluded from federal or Florida procurement programs for any reason, or
3. Has been convicted of a felony in connection with any Corporation program.

(b) Before any such determination can be final or effective, the Corporation must serve an administrative complaint that

affords reasonable notice to the Applicant of the facts or conduct that warrant the intended action, specifies the proposed duration of ineligibility, and advises the Applicant of the opportunity to request a proceeding pursuant to sections 120.569 and 120.57, F.S. Upon service of such complaint, all pending transactions under any program administered by the Corporation involving the Applicant, or any Principal, Financial Beneficiary or Affiliate of the Applicant shall be suspended until a final order is issued or the administrative complaint is dismissed.

(c) The administrative complaint will include a proposed duration of ineligibility, which may be either a specific period of time or permanent in nature. With regard to establishing the duration, the Board shall consider the facts and circumstances, inclusive of each Applicant’s compliance history, the type of misrepresentation or fraud committed, and the degree of harm to the Corporation’s programs that has been or may be done.

(7) For purposes of the Non-Competitive Application Package, the Corporation shall reject an Application if, following the submission of the additional documentation, revised pages and other information as the Applicant deems appropriate as described in subsection (4), above:

(a) The Development is inconsistent with the purpose of the MMRB Program, the Housing Credit Program, or both, or does not conform to the Application requirements specified in this rule chapter;

(b) The Applicant fails to achieve the threshold requirements as detailed in these rules, the applicable Application and Application instructions;

(c) The Applicant fails to file all applicable Application pages and exhibits that are provided by the Corporation and adopted under this rule chapter;

(d) The Applicant fails to satisfy any arrearages described in subsection (3), above.

(8) Notwithstanding any other provision of these rules, there are certain items that must be included in the Application and cannot be revised, corrected or supplemented after the Application is deemed complete. Those items are as follows:

(a) Name of Applicant or Developer entity(s); notwithstanding the foregoing, the name of the Applicant or Developer entity(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation Board after the Applicant has been invited to enter Credit Underwriting. With regard to said approval, the Corporation Board shall consider the facts and circumstances of each Applicant’s request, inclusive of validity and consistency of Application documentation;

(b) Principals of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Board after



the Applicant has been invited to enter Credit Underwriting. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant’s request, inclusive of validity and consistency of Application documentation;

(c) Program(s) applied for;

(d) Applicant ~~that applied~~ applying as a Non-Profit or for-profit organization;

(e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter Credit Underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased, provided the Development Location Point is on the site. In addition, if the increase or decrease of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant’s request, inclusive of validity and consistency of Application documentation;

(f) Development Category;

~~(g) Development Type;~~

~~(g)(h) Demographic Commitment;~~

~~(h)(i)~~ Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter Credit Underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant’s request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;

~~(i)(j)~~ The Total Set-Aside Percentage as stated in the ~~last row of the~~ total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application; notwithstanding the foregoing, the Total Set-Aside Percentage may be increased after the Applicant has been invited to enter Credit Underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant’s request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;

~~(j)(k)~~ Submission of one original hard copy ~~with the required number of photocopies~~ of the Application by the applicable Application submission deadline, as outlined in the Non-Competitive Application instructions;

~~(k)(l)~~ Payment of the required Application fee and, if applicable, the TEFRA fee at submission of the Application;

~~(l)(m)~~ The Application labeled “Original Hard Copy” must include a properly completed Applicant Certification ~~reflecting an original signature.~~

All other items may be submitted as cures pursuant to subsection (4), above.

(9) A Development will be withdrawn from funding and any outstanding commitments for funds will be rescinded if at any time the Board of Directors determines that the Applicant’s Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.

(10) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with the Internal Revenue Code, title 67, F.A.C., or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a Credit Underwriting Report, the requested allocation will, upon a determination by the Board of Directors that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation’s programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.

(11) The withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.

(12) The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant’s request and any Credit Underwriting Report, if available, prior to determining whether to grant such request.

(13) For Applications requesting MMRB:

(a) The Corporation shall initiate TEFRA Hearings on the proposed Developments after Applications are submitted. Neither the TEFRA Hearing, the invitation into Credit Underwriting, nor the Acknowledgment Resolution obligate the Corporation to finance the proposed Development in any way.

(b) Upon receipt of the Credit Underwriting Report, the Corporation shall submit the Credit Underwriting Report to its

IRMA for a preliminary recommendation of the method of bond sale for each Development pursuant to rule 67-21.0045, F.A.C.

(c) The Corporation shall notify the Applicant, in writing, of the Board of Directors determination related to approval of the Credit Underwriting Report and require the Applicant to submit the good faith deposit within 14 Calendar Days from the receipt of such notice.

(d) Upon Board of Directors approval of a Credit Underwriting Report and a preliminary recommendation for the method of bond sale from the Corporation's IRMA, staff shall proceed with activities necessary to facilitate issuance of the bonds. This shall include assigning an Investment Banker, Bond Counsel, Special Counsel, Disclosure Counsel, Trustee and any other professional necessary to complete the transaction. Requests for Taxable Bonds shall be considered by the Board of Directors in an amount recommended by the Credit Underwriter.

(e) Following receipt of the good faith deposit, the Corporation's assigned Special Counsel shall begin preparation of the loan commitment.

(f) Upon execution of a loan commitment, the Corporation shall authorize Bond Counsel, Special Counsel and Disclosure Counsel to prepare the Program Documents.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.507(4), (13), (14), (18), (19), (20), (21), (24), (35), 420.508, 420.509, 420.5099 FS. History—New 12-3-86, Amended 12-4-90, 11-23-94, 9-25-96, 1-7-98, Formerly 91-21.003, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, 2-2-15, 10-6-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.0035 Applicant Administrative Appeal Procedures.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 120.569(2)(b), 120.57, 420.502, 420.507, 420.508 FS. History—New 11-14-99, Amended 2-11-01, 3-17-02, 10-8-02, 12-4-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-7-11, Repealed 7-16-13.

PART II MULTIFAMILY MORTGAGE REVENUE BOND PROGRAM

67-21.004 Federal Set-Aside Requirements for MMRB Loans.

Each Application shall designate one of the following minimum federal set-aside requirements that the Development shall meet commencing with the first day on which at least 10 percent of the units in the property are occupied:

(1) Twenty percent of the residential units in the Development shall be occupied by or reserved for occupancy by a Family whose Annual Household Income does not exceed 50 percent of the area median income limits adjusted for Family size (the 20/50 set-aside), or

(2) Forty percent of the residential units in the Development shall be occupied by or reserved for occupancy

by a Family whose Annual Household Income does not exceed 60 percent of the area median income limits adjusted for Family size (the 40/60 set-aside).

(3) For Developments financed solely through the issuance of Taxable Bonds or refundings of Tax-exempt Bonds originally issued under section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended, 20 percent of the residential units in the Development shall be occupied by or reserved for occupancy by a Family whose Annual Household Income does not exceed 80 percent of the area median income limits adjusted for Family size (the 20/80 set-aside).

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.507, 420.508, 420.509 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 11-23-94, 9-25-96, 2-6-97, 1-7-98, Formerly 91-21.004, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, 1-29-06, Repromulgated 4-1-07, 3-30-08, 8-6-09, Amended 11-7-11, 7-16-13, 2-2-15, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.0045 Determination of Method of Bond Sale.

(1) The Corporation may sell Bonds for the purpose of financing a proposed Development through a negotiated sale, competitively bid sale or Private Placement. Prior to a competitively bid sale, the Board of Directors shall authorize a resolution specifying the method of sale.

(2) Following receipt of the Credit Underwriting Report, staff shall provide the Corporation's IRMA copies of such report for review and preparation of a written recommendation for the method of Bond sale.

(3) In preparing a recommendation for the method of sale to the Board of Directors, the IRMA shall consider the following:

- (a) The anticipated credit and security structure of the transaction;
- (b) The proposed financing structure of the transaction;
- (c) The Corporation's programmatic objectives; and,
- (d) Other factors identified by staff, counsel, or the Applicant.

(4) The written recommendation shall include an identification of the Development, the recommended method of sale, and a summary statement as to why the particular method of sale is being recommended.

(5) For those transactions that the Corporation's IRMA recommends as candidates for a competitive sale, the Corporation shall engage a structuring agent. The Applicant may, at its sole expense, engage a financial advisor for the transaction. Any cost to the Applicant for the financial advisor engaged by the Applicant in excess of \$18,000 must be paid out of the Developer Fee.

(6) For those transactions that the Corporation's IRMA recommends for a negotiated sale, the Corporation shall appoint an underwriter or placement agent.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507(4), (13), (19), (20), 420.508, 420.509(12) FS. History—New 1-7-98, Formerly 91-21.0045, Amended 1-26-99, Repromulgated 11-14-99, 2-11-01, Amended 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, Amended 2-2-15, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, Repromulgated 7-11-19,\_\_\_\_\_.

#### 67-21.006 MMRB Development Requirements.

A Development shall at a minimum meet the following requirements or an Applicant shall be able to certify that the following requirements shall be met with respect to a Development:

(1) Must provide safe, sanitary and decent multifamily residential housing for lower, middle and moderate income persons or families.

(2) Must be owned, managed and operated as a Development to provide multifamily residential rental property comprised of a building or structure or several proximate buildings or structures, each containing two (2) or more dwelling units and functionally related facilities, in accordance with section 142(d) of the Internal Revenue Code.

(3) The Development shall consist of similar units, containing complete facilities for living, sleeping, eating, cooking and sanitation for a Family.

(4) None of the units in the Development shall be used on a transient basis, nor shall they be knowingly leased for a period of less than 180 days unless a determination is made by the Corporation that there is a specific need in that particular area for leasing arrangements of less than 180 days, but in no event shall a lease be for a period less than 30 days, nor shall a Development be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home, rest home or trailer court or park.

(5) All of the dwelling units shall be rented or shall be available for rent on a continuous basis to members of the general public, and the Applicant shall not give preference to any particular class or group in renting the dwelling units in the Development, except to the extent that dwelling units are required to be occupied in compliance with the Internal Revenue Code or are being held for the Elderly, Commercial Fishing Workers, the Homeless, Persons with Special Needs, or Farmworkers.

(6) The Applicant shall have no present plan to convert the Development to any use other than the use as affordable residential rental property.

(7) None of the units shall at any time be occupied by the owner of the Development or an individual related to the owner as such terms are defined by the IRC; provided, however, that in Developments containing more than 50 residential units, such owner or related person may occupy up to one unit per each 100 units in a Development and such owner or related

person must reside in a unit that is in a building or structure which contains at least five (5) residential units.

(8) Commencing with the date on which at least 10 percent of the units in the Development are occupied:

(a) At least 20 percent or 40 percent, whichever is applicable based on Applicant's selection of the minimum federal set-aside, of the occupied and completed residential units in the Development shall be occupied by Lower Income Residents, prior to the satisfaction of which no additional units shall be rented or leased, except to a Family that is also a Lower Income Resident;

(b) After initial rental occupancy of such residential units by Lower Income Residents, at least 20 percent or 40 percent, whichever is applicable based on Applicant's selection of the minimum federal set-aside, of the completed residential units in the Development at all times shall be rented to and occupied by Lower Income Residents as required by section 142(d) of the Internal Revenue Code if the Development is financed with the proceeds of Tax-exempt Bonds, or as required by the Act, if the Development is financed with the proceeds of Taxable Bonds, or held available for rental if previously rented to and occupied by a Lower Income Resident.

(9) The Applicant shall obtain and maintain on file income certifications from each Lower Income Resident immediately prior to initial occupancy and at least annually thereafter.

(10) The Applicant shall not take, permit, or cause to be taken any action which would adversely affect the exemption from federal income taxation of the interest on Tax-exempt Bonds, nor shall the Applicant fail to take any action which is necessary to preserve the exemption from federal income taxation of the interest on Tax-exempt Bonds.

(11) The Applicant shall take such action or actions as shall be necessary to comply fully with the Internal Revenue Code, Florida Statutes, and the Corporation's rules.

(12) The Applicant may limit the leasing of units in a Development to the Elderly, Commercial Fishing Workers, the Homeless, Persons with Special Needs, or Farmworkers as permitted hereby.

(13) In the event that the Applicant has determined that the market no longer supports the Development as Elderly Housing and desires to rent to younger persons or families, the following criteria must be met:

(a) A viable marketing plan is submitted to and is acceptable to the Corporation showing a good faith effort to market the unit as Elderly Housing.

(b) The Applicant demonstrates that a good faith effort was made to lease the unit as Elderly Housing and that such effort was made for at least six (6) months after the certificate of occupancy for the relevant unit was issued.

(c) The Applicant has requested and received Board of Directors' approval that the Development no longer qualifies as

Elderly Housing, with said approval being based upon the criteria outlined in paragraphs (a) and (b), above.

(14) The Applicant and Developer of a proposed Rehabilitation Development shall make every effort to rehabilitate existing housing without displacing existing tenants or by temporarily moving existing tenants to unaffected units within the Development until the renovation of affected units is completed.

(15) The Corporation must approve, pursuant to rule chapter 67-53, F.A.C., the Applicant's selection of a management company prior to such company assuming responsibility for the Development. The owner of a Development must notify the Corporation of an intended change in the management company prior to such company assuming responsibility for the Development. A key management company representative must attend a Corporation-sponsored training workshop on certification and compliance procedures prior to the leasing of any units in the Development.

(16) The Applicant shall use cost certifications with respect to each Development as required by the United States Department of Housing and Urban Development ("HUD") in connection with Developments financed by HUD, including the HUD Risk Sharing Program.

(17) The Applicant shall provide annually to the Trustee not later than 151 days after the end of the Applicant's fiscal year, audited financial statements prepared by an independent certified public accounting firm, consolidated or consolidating, on the Development and any other information required by the Corporation to comply with continuing disclosure requirements imposed by law.

(18) Unless otherwise approved by the Board of Directors, Cross-collateralization shall not be allowed. With regard to said approval, the Board shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made will have a negative impact to the Development or whether Cross-collateralization with some or all of the Applicant's other assets would strengthen the security of the Corporation's mortgage.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.507(9), (11), (14), (18), (19), (20), (21), 420.508, 420.509 FS. History—New 12-3-86, Amended 2-22-89, 12-4-90, 9-25-96, 1-7-98, Formerly 9I-21.006, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, Amended 11-7-11, 7-16-13, 2-2-15, Repromulgated 9-15-16, 5-24-17, Amended 7-8-18, Repromulgated 7-11-19,\_\_\_\_\_.

#### 67-21.007 MMRB Fees.

In addition to the fees specified in the Non-Competitive Application Package, or competitive solicitation, as applicable,

the Corporation shall collect the following fees and charges in conjunction with the MMRB Program:

#### (1) Refundable Fees and Charges:

(a) Good faith deposit means a total deposit equal to one percent of the loan amount reflected in the loan commitment paid by the Applicant to the Corporation. The Applicant shall pay a total deposit equal to one percent of the aggregate principal amount of proposed Taxable and Tax-exempt Bonds, or \$75,000, whichever is greater, to the Corporation, which deposit may be applied toward the Cost of Issuance Fee. The maximum good faith deposit required is \$175,000. The good faith deposit is payable in one (1) installment and is due within 14 Calendar Days of the date the Board of Directors approves the Credit Underwriting Report. If the good faith deposit is exhausted, the Applicant shall be required to pay, within three (3) business days of notice, an additional deposit to ensure payment of the expenses associated with the processing of the Application, the sale of the Bonds, including document production and the securitization of the loan. The good faith deposit shall be remitted by certified check or wire transfer. In the event the MMRB Loan does not close, the unused portion of the good faith deposit shall be refunded to the Applicant. Notwithstanding the foregoing, the Applicant is responsible for all expenses incurred in preparation for loan closing. Any and all costs of the Corporation will be deducted from the good faith deposit prior to refunding any unused funds to the Applicant. In the event that additional invoices are received by the Corporation subsequent to a determination that the MMRB Loan will not close and refunding any unused funds to the Applicant, which invoices related to costs incurred prior to such determination and refunding, Applicant shall be responsible for payment of the balance due as invoiced.

(b) Cost of Issuance Fee: the Corporation shall require Applicants or participating Qualified Lending Institutions selected for participation in the program, to deliver to the Corporation, or, at the request of the Corporation, directly to the Trustee, before the date of delivery of the Bonds, a Cost of Issuance Fee in an amount determined by the Corporation to be sufficient to pay the costs and expenses relating to issuance of the Bonds, which amount shall be deposited into an account to be held by the Trustee. The Corporation shall provide the Applicant with a good faith estimate of the Cost of Issuance Fee prior to closing. The Applicant shall pay all costs and expenses incurred by the Corporation in connection with the issuance of the Bonds, the expenditure of the MMRB Loan proceeds, and provision of Credit Enhancement, if any, even if such costs and expenses exceed the Cost of Issuance Fee. Any amounts remaining in this account at the time the balance is transferred and the account closed pursuant to the trust indenture shall be returned to the Applicant.

## (2) Non-refundable Fees and Charges:

(a) TEFRA fee: Applicants shall submit a non-refundable TEFRA fee to the Corporation in the amount of \$1,000 upon submission of the Application or request for refunding. This fee shall be applied to the ~~actual~~ cost of publishing notices of TEFRA Hearings in the required newspaper advertisements and Florida Administrative Register and on the Corporation's Website ~~notices of TEFRA Hearings~~. If the actual cost of the required publishing exceeds \$1,000, Applicant shall be invoiced for the difference. If a Local Public Fact Finding Hearing is requested, the Applicant shall be responsible for payment of any fees incurred by the Corporation. If the first TEFRA approval period has expired and a second TEFRA notice and hearing are required, Applicant is responsible for all costs associated with the additional TEFRA process.

(b) Credit Underwriting and appraisal fee: Applicants shall submit the required non-refundable Credit Underwriting fee to the Credit Underwriter designated by the Corporation within seven (7) Calendar Days of the date of the invitation to enter Credit Underwriting. The Credit Underwriting fee shall be determined pursuant to a contract between the Corporation and the Credit Underwriter. Applicants shall submit the required appraisal fee within seven (7) Calendar Days of being invoiced by the Credit Underwriter.

(c) HUD Risk Sharing fees: Applicants also using the HUD Risk Sharing Program for the Development shall be responsible for associated fees, as follows:

1. Format II environmental review fee – The fee the Applicant shall pay will be determined by contract between the Corporation and the environmental professional.

2. Subsidy layering review fee – The fee the Applicant shall pay will be determined by the contract between the Corporation and the Credit Underwriter.

(d) Compliance monitoring fees: The annual monitoring fee the Applicant shall pay will be determined by contract between the Corporation and the monitoring agent.

(e) Permanent loan servicing fees: The annual servicing fee the Applicant shall pay will be determined by contract between the Corporation and the servicer.

(3) The Corporation shall charge such program administration fees as are required to pay the cost of administering the program during the life of the Bonds and MMRB Loan.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507(4), (19), 420.509 FS. History—New 12-3-86, Amended 1-7-98, Formerly 9I-21.007, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, Repromulgated 4-1-07, Amended 3-30-08, Repromulgated 8-6-09, Amended 11-7-11, 7-16-13, 2-2-15, 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19, Amended.

## 67-21.008 Terms and Conditions of MMRB Loans.

(1) Each Mortgage Loan for a Development made by the Corporation shall:

(a) Be evidenced by a properly executed Note or other evidence of indebtedness and be secured by a recorded Mortgage;

(b) Provide for a fully amortized payment of the Mortgage Loan in full beginning no later than the 37th month after closing and ending no later than the expiration of the useful life of the property, and in any event, no later than 45 years from the date of the Mortgage Loan;

(c) Not exceed 95 percent of the Total Development Cost;

(d) If the Mortgage Loan is to provide financing for the construction of a Development, have each advance thereof secured, insured, or guaranteed in such manner as the Corporation determines shall protect its interest and those of the Bond holders;

(e) Have the initial review, approval, and origination process accomplished by a Qualified Lending Institution;

(f) Be serviced by such Qualified Lending Institution or other private entity engaged in the business of servicing mortgage loans in Florida as the Corporation shall approve; and,

(g) Require the submission to the Corporation of an annual audited financial statement for the Development, and for the Applicant if revenue from multiple projects is being pledged. An annual financial statement compiled or reviewed by a licensed Certified Public Accountant may be submitted in lieu of an audited financial statement for the Development prior to the issuance of a certificate of occupancy for any unit in the Development, provided that the subsequent annual audited financial statement shall include all operations since inception.

(h) Unless and until a guarantor's obligations for a MMRB Loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in subparagraphs (i)1. through 5., below, as the Corporation or its servicer may reasonably request.

(i) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

1. Comparative Balance Sheet with prior year and current year balances,
2. Statement of revenue and expenses,
3. Statement of changes in fund balances or equity,
4. Statement of cash flows; and,
5. Notes to the financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements, or

a. If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year, or

b. For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

(j) If Credit Enhancement is used, a Credit Enhancement instrument of less than ten years must be approved by the Board of Directors.

(2) Upon approval, execution, and satisfaction of the terms of the Program Documents by the Applicant and the Corporation, the Bond sale and the MMRB Loan shall be scheduled for closing.

(3) The Applicant may obtain construction financing from an alternative source with the Bond proceeds being invested in accordance with an investment agreement subject to the requirements of the Internal Revenue Code for Tax-exempt Bonds.

(4) The Applicant shall also establish and maintain escrow deposits sufficient to pay any insurance premiums and applicable taxes, as determined by the MMRB Loan Agreement.

(5) The Corporation shall charge such program administration fees as are required to pay the cost of administering the program during the life of the Bonds and MMRB Loan.

(6) The interest rate on the MMRB Loan shall be determined by the Corporation at the time of sale of the Bonds based on the financing structure and the interest rate on the Bonds.

(7) Prepayments shall be permitted only in accordance with the terms and conditions of the Program Documents.

(8) The Corporation shall appoint a Trustee and servicing agent when necessary to administer the program and service the MMRB Loan.

(9) All MMRB Loans are contingent upon:

(a) The sale, issuance and delivery of the Bonds and the availability of Bond proceeds.

(b) The Applicant obtaining title insurance on the property.

(c) The Applicant obtaining all governmental approvals for constructing and operating the Development as a multifamily housing Development.

(d) The Applicant providing to the Corporation, Bond Counsel and Special Counsel the Note, Mortgage, financing statements, survey, insurance policies, escrow agreement, investment agreements, opinions of counsel including

preference opinions, if required, and such other documents as are necessary to ensure that the Corporation has a secured Mortgage Loan.

(e) If required by Bond Counsel in order to deliver their opinion in connection with the issuance of the Bonds or at the request of the Corporation, the Bonds being validated pursuant to chapter 75, F.S., and a certificate of no appeal issuing.

(f) Receipt of TEFRA approval for Tax-exempt Bonds.

(10) All MMRB Loans shall be reviewed and originated by a servicer designated by the Corporation, in conformance with the Act.

(11) The Applicant shall agree to execute or cause to be executed all of the MMRB Program Loan Documents required by the Corporation to secure the unconditional payment of the MMRB Loan and to retain the tax-exempt status of the Bonds, if Bonds are issued as Tax-exempt Bonds.

(12) The Applicant shall, prior to the requested date for funding, or as requested during Credit Underwriting, supply in draft form to the Corporation the following documents with respect to the Development being financed, together with any other documents required by the MMRB Loan Agreement:

(a) A survey, as described in the Application, dated within 90 days of the date submitted showing the location of all improvements, encroachments, easements and rights-of-way, and a site plan which has been approved by the appropriate governmental authorities.

(b) A fully completed, executed and sealed surveyors' certification to the Corporation.

(c) Written evidence of appropriate zoning and governmental approvals.

(d) Plans and specifications bearing the seal of a licensed engineer.

(e) Written evidence of required insurance and payment of premiums.

(f) Required opinions of counsel necessary for the issuance of the Bonds.

(g) A commitment for mortgagee title insurance in favor of the Corporation or its Trustee or designated servicer, with only standard exceptions and such other exceptions as are usually permitted in Mortgage Loans of this nature and that are acceptable to the Corporation. Such policy shall be in an amount not less than the MMRB Loan amount plus an amount sufficient to cover any debt service reserve required by the Corporation.

(h) A copy of the deed or form of deed conveying the land for the Development to the Applicant or a copy of the lease creating a long-term leasehold in favor of the Applicant acceptable to the Corporation and the Credit Underwriter.

(i) Evidence as to the status of liens, including mechanic's liens, recorded against the property and the permission of the

Corporation to allow any liens to remain recorded against the land or the Development.

(j) Such other documents as shall be reasonably required by the Corporation, by the MMRB Loan Commitment, or by the Corporation’s respective counsel to protect the interest of the Corporation in the financing.

(13) The Borrower shall not sell, transfer, or otherwise assign any of its interest in the Development without the prior written consent of the Corporation.

(14) The Corporation shall require all MMRB Loans to be secured to the extent necessary to protect the Corporation and Bond holders.

(15) Adequate insurance shall be maintained on the Development, as required by the MMRB Loan Agreement.

(16) Any MMRB Loan financed with proceeds of Tax-exempt Bonds, except for 501(c)(3) Bonds, shall provide that the portion of any debt service reserve fund associated therewith to be financed with the Tax-exempt Bonds shall not exceed six (6) months of debt service on the Bonds.

(17) Annually, within 151 Calendar Days following the Applicant’s fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and an executed Financial Reporting Form SR-1, (Rev. 05-14), which is incorporated by reference and available on the Corporation’s website under the Property Owners & Managers link labeled Forms or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-04907>. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2 and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org). The initial submission will be due following the fiscal year within which the first unit is occupied. In the case where the Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the MMRB Loan closing is observed. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and,
- (e) Notes to the financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$250 will

be assessed by the Corporation for failure to submit the above documents by the stated deadline.

(18) All of the dwelling units within a Development shall be rented or available for rent on a continuous basis to members of the general public. The owner of the Development shall not give preference to any particular class or group in renting the dwelling units in the Development, except to the extent that dwelling units are required to be rented to Eligible Persons. All Developments must comply with the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”), and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35. To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the MMRB Program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the MMRB Program, an MMRB Loan shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all Developments.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.507(4), (6), (9), (11), (21), 420.508 FS. History—New 12-3-86, Amended 12-4-90, 11-23-94, 9-25-96, 1-7-98, Formerly 9I-21.008, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, Amended 3-30-08, Repromulgated 8-6-09, Amended 11-7-11, 7-16-13, 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, Repromulgated \_\_\_\_\_.

67-21.009 Interest Rate on Mortgage Loans.

The Corporation shall establish the interest rate on Mortgage Loans at the time of sale of the Bonds. The interest rate shall in no event exceed the arbitrage limit which is legally allowed without jeopardizing the tax exempt status of the Bonds, if Bonds are issued as Tax-exempt Bonds.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented Chapter 75, 420.507, 420.508, 420.509 FS. History—New 12-3-86, Amended 1-7-98, Formerly 9I-21.009, Amended 1-26-99, 11-14-99, Repromulgated 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.010 Issuance of Revenue Bonds.

The Corporation shall fund Mortgage Loans with the proceeds from the sale of Bonds. The issuance and sale of the Bonds shall be governed by resolutions adopted by the Corporation and by section 420.509, F.S., and this rule chapter. If Bonds cannot be sold or cannot be sold in an amount or at an interest rate or under conditions which satisfy the Credit Underwriting Report, as the same may be amended, the Corporation shall terminate its

MMRB Loan Commitment and such other agreements as were executed in conjunction with the proposed MMRB Loan.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507(6), 420.508, 420.509 FS. History—New 12-3-86, Amended 1-7-98, Formerly 9I-21.010, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, Amended 2-2-15, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

#### 67-21.013 Non-Credit Enhanced Multifamily Mortgage Revenue Bonds.

Any issuance of non-Credit Enhanced revenue Bonds shall be sold only to a Qualified Institutional Buyer or a Freddie Mac Multifamily Targeted Affordable Housing Lender. The Corporation shall engage the Investment Banker with respect to such Bonds. The Corporation, in its discretion, will allow only one of either an underwriting discount or a placement agent fee, but not both. Unless such Bonds are rated in one of the four highest rating categories by a nationally recognized rating service and are the subject of a Credit Enhancement instrument, such Bonds shall comply with at least one of the following criteria:

(1) The Bonds shall be issued in minimum denominations of \$100,000 (subject to reduction by means of redemption) and an investment letter satisfactory to the Corporation and its counsel shall be obtained from each initial purchaser of the Bonds (including the underwriter and any purchaser purchasing the Bonds in an immediate resale from an underwriter), and all subsequent purchasers of the Bonds, or

(2) The Bonds shall be issued in minimum denominations of \$250,000 (subject to reduction by means of redemption) and an investment letter satisfactory to the Corporation and its counsel shall be obtained from each initial purchaser of the Bonds (including the underwriter and any purchaser purchasing the Bonds in an immediate resale from an underwriter), but an investment letter shall not be required of subsequent purchasers of the Bonds. Any investment letter shall state, among other things, that such purchaser is a Qualified Institutional Buyer or a Freddie Mac Multifamily Targeted Affordable Housing Lender, is purchasing such Bonds for its own account and not for immediate resale to a purchaser other than a Qualified Institutional Buyer or a Freddie Mac Multifamily Targeted Affordable Housing Lender, and has made an independent investment decision as a sophisticated or institutional investor. Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507(4), (5), (6), (9), (11), (14), (16), (18), (19), (20), (21), 420.509 FS. History—New 11-23-94, Amended 1-7-98, Formerly 9I-21.013, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, Amended 2-2-15, 9-15-16, 5-24-17, 7-8-18, Repromulgated 7-11-19, \_\_\_\_\_.

#### 67-21.014 MMRB Credit Underwriting Procedures.

Credit Underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring process, prior to the closing on funding. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory.

(1) An invitation into Credit Underwriting shall require that the Applicant submit the Credit Underwriting and appraisal fee and information required to complete the Credit Underwriting, to the Credit Underwriter in accordance with the schedule established by the Corporation upon the recommendation of the Credit Underwriter. Failure to submit the Credit Underwriting and appraisal fee or meet the deadlines as set forth in the schedule shall result in the immediate termination of Credit Underwriting activities.

(2) The Credit Underwriter shall in Credit Underwriting analyze and review all information in the Application, or any proposed changes made subsequent thereto, in order to make a recommendation to the Board of Directors on the feasibility of the Development, without taking into account the willingness of a Credit Enhancer to provide Credit Enhancement. Credit Underwriting services shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, and the evidence of need for affordable housing in order to determine that the Development meets the MMRB Program requirements. The Credit Underwriter shall determine a recommended Bond amount that should be made to a Development, whether an initial loan or a refunding.

(a) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of normal underwriting procedures, the cost of such expertise shall be borne by the Applicant.

(b) The Credit Underwriter shall review the proposed financing structure to determine whether the MMRB Loan is feasible. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development. In making that determination the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the



documents governing financing or operation of any such development.

(c) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all affordable housing developments in which any party named above has been involved, if:

a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or

b. During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last ten (10) years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

3. A negative recommendation may also result from the review of:

a. An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development,

b. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor, and for MMRB Applicants that have Housing Credits, the Housing Credit Syndicator, or

c. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

(d) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per

annum must be deposited annually in the replacement reserve account for all Developments. In the case of rehabilitation, with or without acquisition, the greater of \$300 per unit per annum or the amount identified in the capital needs assessment ("CNA") will be used.

1. The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods:

a. New construction or Redevelopment Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit, or

b. Preservation or Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction CNA report subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year.

2. The amount established as a replacement reserve shall be adjusted based on a CNA, prepared by an independent third party, ordered by a first mortgage lender, third party Credit Enhancer or a Housing Credit Syndicator, received by the Corporation or its servicers, and acceptable to the Corporation and its servicers at the time the CNA, is required, beginning no later than the 10th year after the first residential building in the development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). A subsequent CNA, meeting the parameters of this section, is required no later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter. If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010, which is incorporated by reference and available on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Funding Programs or from

<http://www.flrules.org/Gateway/reference.asp?No=Ref-02850>, and/or such items that can be capitalized and depreciated over multiple years. An Applicant may choose to fund a portion of the replacement reserves at closing from moneys other than the proceeds of the Bonds. Unless approved by the Corporation and the Credit Underwriter, this partial funding cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow with the Bond Trustee at closing. Applicants with Credit Enhancement may employ a different replacement reserve structure with the Corporation's approval.

(e) At a minimum, each general partner (whether individual or entity) or each manager/managing member (whether individual or entity), as applicable, of the Applicant shall provide a guarantee for completion of construction. In addition, one or more entities or individuals (other than a general partner or manager/managing member) having an ownership interest, either directly or indirectly, in the Applicant or in the general partner or managing member of the Applicant shall be required to provide guarantees or personal guarantees, as applicable, for completion of construction as recommended by the Credit Underwriter or as otherwise required by the Corporation. The Corporation shall consider the following when determining the need for additional construction completion guarantees based on the recommendations of the Credit Underwriter:

1. Liquidity of any guarantee provider.

2. Applicant's, Developer's and General Contractor's history in successfully completing Developments of similar nature.

3. The past performance of the Applicant, Developer, General Contractor, or any other guarantee provider, in developing or constructing Developments financed by the Corporation or its predecessor.

4. Percentage of the Corporation's funds utilized compared to Total Development Costs. If, after evaluation of subparagraphs 1. through 4. above, by the Corporation and the Credit Underwriter, it is determined that additional surety is needed, the Applicant will be required to provide a letter of credit or payment and performance bond.

(f) The Credit Underwriter shall review and make a recommendation to the Corporation whether the number of existing loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation Development.

(g) The Credit Underwriter shall consider the appraisal of the Development and other market study documentation to make a recommendation as to whether the market exists to support both the demographic and income restriction set-asides committed to within the Application. The Credit Underwriter shall consider the market study and other documentation to

make a recommendation of whether to approve or disapprove an allocation when the proposed Development would financially impair an existing Development previously funded by the Corporation.

(h) For a Development that has rehabilitation with or without acquisition, a CNA, prepared in accordance with generally accepted industry investment grade standards, shall be ordered by the Credit Underwriter. Its findings shall be used to determine the amount of rehabilitation that will be carried out and to set replacement reserves.

(i) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process to complete the Credit Underwriting Report, the Credit Underwriter shall request the information from the Applicant. Such requested information shall be submitted within the timeframe established by the Credit Underwriter. Failure for any reason to submit required information on or before the specified deadline shall result in immediate termination of Credit Underwriting activities.

(j) At a minimum, the Credit Underwriter shall require the following information during Credit Underwriting:

1. For Credit Enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or Credit Underwriting is complete. The audited statements may be waived if the credit enhancer's senior long term debt rating is at least "A3" by Moody's, or "A-" by Standard and Poor's or Fitch.

2. For guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two (2) most recent years tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that Credit Underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in satisfactory form and shall be reviewed in accordance with Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Selling and Servicing Guide, in effect as of June 10, 2015, which is incorporated by reference and available on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Funding Programs or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-07357>. A certification meeting the criteria of the Multifamily

Underwriting Certificate outlined in Section 407 may be used in lieu of the Multifamily Underwriting Certificate.

3. For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

4. For the Applicant and general partner, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If the entities are newly formed (less than 18 months in existence as of the date that Credit Underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

(k) The Credit Underwriter shall require an operating deficit guarantee. Upon written request of the guarantor(s) to the Corporation, the Credit Underwriter, or the servicers, the operating deficit guarantee will be released upon achievement of a 1.15x debt service coverage ratio for the MMRB Loan, as determined by the Corporation or its agent, and 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, all for a period equal to 12 consecutive months, all as certified by an independent Certified Public Accountant. The calculation of the debt service coverage ratio shall be made by the Corporation or its agent. The Credit Underwriter or servicer will determine whether all of the requirements described above have been met, including receipt, acceptance and verification of the documentation provided by the Certified Public Accountant, and will then submit a letter to the Corporation containing a positive or negative recommendation concerning the release of the operating deficit guarantee. If the Corporation's decision is to deny the release of the operating deficit guarantee, the Board shall consider the facts and circumstances of the Applicant's request and the Corporation's denial, and make a determination of whether to grant the requested release. Notwithstanding the above, the operating deficit guarantee shall not be released prior to the earlier of the date which is three (3) years following the issuance of a final certificate of occupancy (or, in the event a final certificate of occupancy is not routinely provided by the applicable jurisdiction, such other information evidencing completion of the Development which is deemed acceptable to the Corporation), or the date on which the MMRB Loan is repaid.

(l) The Credit Underwriter shall also require environmental indemnity and recourse obligation guarantees.

(m) Required appraisals, market studies, pre-construction analyses, physical needs assessments, capital needs assessments and environmental studies (other than Phase I Environmental Site Assessments) shall be completed by professionals approved by the Credit Underwriter. Approval of appraisers and contractors to complete market and environmental studies shall be based upon review of qualifications, professional designations held, references and prior experience with similar types of Developments.

(n) An appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter from an appraiser qualified for the geographic area and development type not later than when an Application enters Credit Underwriting. The Credit Underwriter shall review the appraisals to properly evaluate the MMRB Loan request in relation to the property value.

(o) Appraisals and separate market studies which have been ordered and submitted by third party Credit Enhancers or syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal or market study referenced above.

(p) The Credit Underwriting Report shall include a thorough analysis of the proposed Development and a statement as to whether a MMRB Loan is recommended, and if so, the amount recommended. The Credit Underwriter or the Corporation may request such additional information as is necessary to properly analyze the credit risk being presented to the Corporation and the Bond holders. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have:

1. An average physical occupancy rate of 92 percent or greater; and,

2. For Developments with new construction units, an average market rental rate, based on unit mix and annualized rent concessions, of 110 percent or greater of a 60 percent of Area Median Income rental rate.

(q) Developer Fee shall be limited to 18 percent of Development Cost excluding land and operating deficit reserves. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees include payments for Application consultants, construction management or supervision, Local Government consultants and property acquisition brokerage fees when in excess of the appropriate limit. The maximum brokerage fees shall be limited to the lesser of \$300,000 or a percent of the acquisition price, which shall be set at 4 percent when the acquisition price is \$5 million or less, 3 percent when the acquisition price is \$10 million or less, and 2 percent when the acquisition price is in excess of \$10 million.

Fees of the Applicant's or Developer's attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall also not be included in Total Development Costs. Fees for services provided by architects, accountants, appraisers, engineers or financial advisors engaged by the Applicant as outlined in subsection 67-21.0045(5), F.A.C., may be included as part of the Total Development Costs, except that those fees for a financial advisor engaged by the Applicant that are in excess of \$18,000 must be paid out of the Developer Fee. In the event of extraordinary circumstances, Applicant may petition the Board for relief from the cap on Investment Banker fees. The Corporation shall not authorize fees to be paid for duplicative services or duplicative overhead.

(r) General Contractor's fees are inclusive of general requirements, profit and overhead and shall be limited to 14 percent of actual construction costs. For the purpose of the HUD Risk Sharing Program, if there exists an Identity of Interest as defined herein between the Applicant or Developer and the General Contractor, the allowable fees shall in no case exceed the amount allowable pursuant to the HUD subsidy layering review requirements. Additionally, fees shall be allowed to be paid only to the person or entity that actually meets the definitional requirements to be considered a General Contractor. The Corporation shall not allow fees for duplicative services or duplicative overhead. The General Contractor must meet the following conditions:

1. Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget inclusive of the general requirement items related to construction costs identified in The Final Cost Certification Application Package,

2. Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget,

3. Secure building permits, issued in the name of the General Contractor,

4. If deemed necessary by the Corporation and the Credit Underwriter in their evaluation of construction completion guarantees in paragraph (2)(e), above, secure a payment and performance bond whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing,

5. Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted,

6. Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor,

7. For Developments with a Development category of new construction, unless otherwise approved by the Board for a specific Development, eEnsure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor);

a. Contracted to deliver the building shell of a building of less than five (5) stories which may not have more than 25 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development;  
or

b. Contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board Corporation for a specific Development;  
or - A subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor)

c. Contracted to deliver the building shell of a Development located in the Florida Keys Area, which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board Corporation for a specific Development.

With regard to said approval, the Board Corporation shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fee. For purposes of sub-paragraph 7, this paragraph, "Affiliate" has the meaning given in subsection 67-21.002(5), F.A.C., except that the term "Applicant" therein shall mean "subcontractor";

8. For Developments with a Development category of Rehabilitation or Substantial Rehabilitation, unless otherwise approved by the Board for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor) contracted to perform work on both the HVAC and electrical

components of a building of at least seven (7) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For purposes of this paragraph, "Affiliate" has the meaning given in subsection 67-48.002(5), F.A.C., except that the term "Applicant" therein shall mean "subcontractor"; and,

~~9.8.~~ Ensure that no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer. For purposes of this paragraph, "Affiliate" has the meaning given in subsection 67-21.002(5), F.A.C., except that the term "Applicant" therein shall mean "General Contractor."

(3) The Applicant shall review and provide written comments on the draft Credit Underwriting Report to the Corporation and the Credit Underwriter within the time frame established by the Corporation. The Corporation shall provide comments on the draft report and, as applicable, on the Applicant's comments to the Credit Underwriter. The Credit Underwriter shall then review and incorporate the Corporation's and, if deemed appropriate, the Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within the established time frame. Then, the Credit Underwriter shall provide a final report, which shall address comments made by the Applicant to the Corporation.

(4) After approval by the Board of Directors following presentation of the Credit Underwriting Report and payment of the good faith deposit, Corporation staff and Special Counsel shall begin negotiations of the MMRB Loan Commitment with the Applicant.

(5) At a minimum, a 10 percent retainage will be held by the Trustee or the servicer administering the construction loan funds until the Development is 50 percent complete. At 50 percent completion, no additional retainage will be held from the remaining draws. The total retainage dollars will be held by the Trustee or the servicer and released pursuant to the terms of the construction loan agreement.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507, 420.508, 420.508(3)(b)3., 420.509 FS. History—New 1-7-98, Formerly 9I-21.014, Amended 1-26-99, 11-14-99, 1-26-00, 2-11-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, 7-16-13, 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.015 Use of Bonds with Other Affordable Housing Finance Programs.

(1) Applicants may submit one Application for the MMRB Program and Non-Competitive Housing Credits, subject to the restrictions set forth in the Non-Competitive Application Package.

(2) Applicants that receive funding from other programs and the Multifamily Mortgage Revenue Bond Program shall comply with the requirements of the applicable program rule, a competitive solicitation, and this rule.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507, 420.508, 420.509 FS. History—New 1-7-98, Formerly 9I-21.015, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, Amended 7-16-13, 2-2-15, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.017 Transfer of Ownership of a MMRB Development.

(1) Any transfer of ownership of any Development in which the MMRB Loan is outstanding and/or within the Qualified Project Period shall be subject to compliance with the provisions of this section, provided that transfers of the limited partnership interest or limited liability company interest in the owner to a Housing Credit Syndicator, or the transfer of ownership to a creditor by means of foreclosure or deed in lieu of foreclosure, need not comply with this provision. The determination of whether a transfer of ownership of a Development shall be deemed to take place for purposes of this rule shall be made in accordance with the provisions of the MMRB Land Use Restriction Agreement and other Program Documents for such Development. Owners shall advise the Corporation in writing of any change of ownership of the owner aggregating 50 percent or more of ownership interests in the owner within any six-month period.

(2) A request for transfer of ownership shall be submitted to the Corporation in writing and include evidence that the current owner has agreed to the proposed sale. A detailed opinion letter from the legal counsel for the current owner or prospective purchaser describing the scope of the proposed transaction must also be provided. The Corporation shall review the letter and, if acceptable, assign a Credit Underwriter. The Credit Underwriter will notify the current owner and prospective purchaser of any additional information necessary to complete its Credit Underwriting Report.

(3) Upon demonstration of compliance with the provisions of this section, and favorable consideration by the Board of Directors of the Credit Underwriting Report, the Corporation shall assign a Bond Counsel, Special Counsel, and other professionals as needed to effect the transfer.

(4) Prior to the transfer of ownership:

(a) The Credit Underwriter shall conduct a Credit Underwriting of the prospective purchaser upon any transfer of ownership. Additionally, the prospective purchaser shall be notified that any refunding of Bonds associated with such Development shall require a full Credit Underwriting of the Development. The prospective purchaser and the conditions of the assumption of the Program Documents must be approved by the Credit Underwriter as meeting the terms of its Credit Underwriting Report, Bond Counsel and Special Counsel as complying with all applicable legal requirements, and the Corporation as meeting the stated purposes of the Corporation;

(b) All outstanding fees owing to the Corporation or any of its assigned professionals shall be paid;

(c) In addition to any related professional fees, the Corporation shall charge a non-refundable transfer fee of \$2,500. The applicable fee will be determined by the rule in effect at the time of the transfer request.

(d) All requests which only require subordination of the regulatory agreements must be submitted in writing to the Assistant Director of Multifamily Programs and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated. The applicable fee will be determined by the rule in effect at the time of the subordination request.

(e) The Development shall be in compliance with all existing regulatory requirements imposed by the Corporation or its predecessor; and,

(f) If the set-aside requirements in the MMRB Land Use Restriction Agreement are expired or have less than 12 months remaining, such agreement shall be extended for a minimum of two years from the date of closing. All transfer of ownership transactions shall be subject to all conditions of the Credit Underwriting Report including the requirements for a guarantee of recourse obligations and an environmental indemnity from the assuming owner.

(5) The prospective purchaser or current owner shall be responsible for payment of all fees for professional services rendered in association with the transfer of ownership.

All transfer requests in which the MMRB Loan is not outstanding and/or not within the Qualified Project Period, need not comply with the above provisions but must be submitted in writing to the Assistant Director of Multifamily Programs, contain the specific details of the transfer, and be subject to the fees set forth in paragraph (4)(c) above.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507, 420.508, 420.508(3)(a), 420.509 FS. History—New 1-7-98, Formerly 9I-21.017, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, Amended 7-16-13,

Repromulgated 2-2-15, 9-15-16, 5-24-17, 7-8-18, Amended 7-11-19,

67-21.018 Refundings and Troubled Development Review.

(1) Refunding of previously issued Bonds shall in all instances be at the option of the Corporation and not an obligation of the Corporation.

(2) The Corporation shall endeavor where feasible to refund Bonds which are either in default or face a pending default.

(3) Approval by the Corporation for a refunding of an issue of Bonds for reasons related to pending default shall be subject to the following:

(a) Determination of the likelihood of the impending default;

(b) Submission of a sworn certificate of impending default by the owner or Credit Enhancer;

(c) Submission of sworn certificate from the owner or Credit Enhancer that conditions causing default are likely to continue;

(d) Submission of certified information from a certified public accountant concerning cash contributions to the Development, financial condition of the Development, including analysis of tax benefits derived from Development losses, and the financial condition of the owner or Credit Enhancer;

(e) Independent evidence of market conditions in the Development location;

(f) Evidence of effort by the owner or Credit Enhancer to procure other sources of capital infusion;

(g) Statement by the owner or Credit Enhancer of the continued public purpose to be achieved by refunding;

(h) Agreement by the owner or Credit Enhancer to update the MMRB Land Use Restriction Agreement, including retention of state and federal income limits;

(i) New Credit Underwriting by the Corporation, with new Bond amount determined by the Corporation based upon real estate underwriting criteria and equal to the lesser of the amount determined by the Corporation or the Credit Enhancer, to provide assurance that a similar default condition will not present itself in the future;

(j) The full risk of refunding is taken by the Credit Enhancer through full indemnification of the Corporation; with consideration given to personal indemnification from the owner if sufficient financial strength can be demonstrated;

(k) All costs of refunding are paid by the owner or the Credit Enhancer outside of Bond proceeds, including all applicable fees;

(l) Retention of annual fees by the Corporation;

(m) Provision of other evidence of the immediacy of default;

(n) Retention of the Credit Enhancement, or an acceptable non-Credit Enhancement structure; and,

(o) Management of the Development is reviewed and approved by the Corporation.

(4) In connection with all refundings, the following shall apply:

(a) All outstanding fees of the Corporation and any of its assigned professionals shall be paid in connection with the refunding;

(b) The set-asides required by the original MMRB Land Use Restriction Agreement shall be increased by an amount and extended for a period determined by the Corporation. With regard to said determination, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;

(c) A Credit Underwriting Report shall be required, which may incorporate any Credit Underwriting undertaken within the past twelve months in connection with a transfer of ownership of the same Development;

(d) A guarantee of recourse obligations and an environmental indemnity shall be required;

(e) Additional operating deficit or other guarantees and establishment of replacement reserves or increase in existing reserves may be required as specified in the Credit Underwriting Report;

(f) The MMRB Loan shall, on the earlier of 24 months after closing or stabilized occupancy in the case of major rehabilitation, begin full amortization over the remaining life of the Bonds; and in no event shall it exceed the economic remaining life of the property, provided that, in the case of a refunding relating to a pending financial default, such amortization may be delayed to the extent recommended in the Credit Underwriting Report;

(g) Any material changes to the underlying documents shall be deemed to constitute a refunding for purposes hereof;

(h) Any extension or extensions of maturity cumulatively exceeding 60 months shall be deemed to constitute a refunding for purposes hereof; and,

(i) The owner of the Development must provide a written request for the refunding and a detailed opinion from Applicant's counsel describing the scope of the transaction. It shall not be necessary to complete an Application in connection with a refunding request.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.507, 420.508, 420.509 FS. History—New 1-7-98, Formerly 9I-21.018, Amended 1-26-99, 11-14-99, 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-7-11, Amended 7-16-13, Repromulgated 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.019 Issuance of Bonds for Section 501(c)(3) Entities.

(1) The Corporation shall entertain requests, on a non-competitive basis, for it to serve as the issuer of Tax-exempt 501(c)(3) Bonds for the acquisition or construction of multifamily housing to be owned by a not-for-profit entity organized under section 501(c)(3) of the Internal Revenue Code.

(2) In connection with all Bonds issued pursuant to this section, Applicants shall be required to comply with the applicable provisions of rules 67-21.0045 through 67-21.018, F.A.C.; Florida Statutes; and the Internal Revenue Code, including all safe harbor provisions.

(3) In addition, Applicant shall submit the following:

(a) An initial Bond Counsel fee of \$1,000 along with IRS Form 1023, and all attachments and correspondence to and from the IRS relative to section 501(c)(3) status of the Applicant; and,

(b) An opinion from Applicant's counsel at Applicant's sole expense evidencing the Applicant's qualifications as a section 501(c)(3) entity and Applicant's authority to incur bond debt for multifamily housing; and,

(c) If a Development to be acquired is intended to be exempt from ad valorem taxes, evidence that it has notified all local ad valorem taxing authorities of the acquisition of the proposed Development by a section 501(c)(3) entity.

(d) The completed Non-Competitive Application in effect at the time the Applicant submits the Application. Applicants must meet all threshold requirements of the Application.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.502, 420.507(14), (24), 420.508, 420.509 FS. History—New 11-14-99, Amended 2-11-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, Amended 11-7-11, 7-16-13, 2-2-15, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

PART III HOUSING CREDIT PROGRAM

67-21.025 HC Fees

The Corporation and the Credit Underwriter shall collect via check or money order the following non-refundable fees and charges in conjunction with the HC Program, as outlined in the Non-Competitive Application instructions, a competitive solicitation, the invitation to enter Credit Underwriting, the Preliminary Determination, or this rule chapter, as applicable:

- (1) Application fee.
- (2) Credit Underwriting fees.
- (3) Administrative fees.
- (4) Compliance monitoring fees.
- (5) Construction inspection fees.
- (6) Qualified Contract Package fees.
- (7) Processing fees.

Failure to pay any fee associated with a Housing Credit Allocation shall cause the Housing Credit Allocation to be rescinded. Where a Development has been awarded funding under the MMRB Program and a Housing Credit Allocation, failure to pay any fee associated with either the MMRB or Housing Credits, or both, shall result in the termination or default, as applicable, of the MMRB and rescission of the Housing Credit Allocation.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

#### 67-21.026 HC Credit Underwriting Procedures.

Credit Underwriting is a de novo review of all information supplied, received or discovered during or after any application scoring process, prior to the closing on funding, including the issuance of IRS Forms 8609 for Housing Credits. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The Credit Underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended Housing Credit Allocation amount, if any; and for any Development that has rehabilitation with or without acquisition, a capital needs assessment ('CNA') prepared in accordance with generally accepted industry investment grade standards shall be ordered by the Credit Underwriter, and its findings shall be used to determine rehabilitation that will be carried out and to set replacement reserves. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the Credit Underwriting review, the Credit Underwriter will consider the applicable provisions of this rule chapter.

(1) Within 10 business days after the Non-Competitive Application is deemed complete, the Corporation shall offer Applicants that pass threshold an invitation to enter Credit Underwriting. If the Non-Competitive Housing Credits are awarded as a result of a competitive solicitation, the invitation to enter Credit Underwriting for the Non-Competitive Housing Credits will be in conjunction with the invitation for the other Corporation funding. The Corporation shall select the Credit Underwriter for each Development.

(2) A response to the invitation to enter Credit Underwriting must be received by the Corporation and the

Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation.

(3) If the invitation to enter Credit Underwriting is accepted, all Applicants shall submit the Credit Underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter Credit Underwriting. Failure to submit the Credit Underwriting fee within this time frame shall result in withdrawal of the invitation.

(4) The Credit Underwriter shall review all information in the Application, including information relative to the Applicant, Developer, Housing Credit Syndicator, General Contractor, and, if an assisted living facility, the service provider(s), as well as other members of the Development team based on information provided to the Credit Underwriter. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.

(5) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, and any Financial Beneficiary of the Applicant or Developer in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

(a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all affordable housing developments in which any party named above has been involved, if:

a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or

b. During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the



party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

(b) A negative recommendation may also result from the review of:

1. An Applicant, Developer, and any Financial Beneficiary of the Applicant or Developer in connection with any other affordable housing development,

2. Financial capacity of an Applicant, Developer, and any Financial Beneficiary of the Applicant or Developer, or

3. Any other relevant matters relating to an Applicant, Developer, and any Financial Beneficiary of the Applicant or Developer if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

(6) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during Credit Underwriting.

(7) The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.

(8) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.

(9) An appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and product type not later than completion of Credit Underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed Development's financial feasibility. If the Tax-Exempt Bonds are issued by the Corporation or by a County Housing Finance Authority, appraisals which have been ordered and submitted by third party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. If the Tax-Exempt Bonds are issued by an entity other than the Corporation or a County Housing Finance Authority, the appraisal must be ordered by the Credit Underwriter. The market study must be completed by a disinterested party who is approved by the Credit

Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove a Housing Credit Allocation. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have:

(a) An average physical occupancy rate of 92 percent or greater; and,

(b) For Developments with new construction units, an average market rental rate, based on unit mix and annualized rent concessions, of 110 percent or greater of a 60 percent of Area Median Income rental rate.

(10) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, acceptable to the Corporation, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units or a CNA for rehabilitation units and review the Development's costs.

(11) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments. In the case of rehabilitation, with or without acquisition, the greater of \$300 per unit per annum or the amount identified in the CNA will be used.

(a) The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods:

1. New construction or Redevelopment Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit, or

2. Preservation or Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction CNA report subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year.

(b) The amount established as a replacement reserve shall be adjusted based on a CNA prepared by an independent third party, ordered by a first mortgage lender, third party credit enhancer or a Housing Credit Syndicator, received by the Corporation or its servicers, and acceptable to the Corporation

and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). A subsequent CNA, meeting the parameters of this section, is required no later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter. If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010, which is incorporated by reference and available on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Funding Programs or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-02851>, and/or such items that can be capitalized and depreciated over multiple years. An Applicant may choose to fund a portion of the replacement reserves at closing. Unless approved by the Corporation and the Credit Underwriter, the amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.

(12) The Developer Fee and General Contractor fee shall be limited to:

(a) The Developer Fee shall be limited to 18 percent of Development Cost, excluding land and operating deficit reserves, for proposed Developments qualified for Non-Competitive Housing Credits pertaining to Tax-Exempt Bond-Financed Developments. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees include payments for Application consultants, construction management or supervision, Local Government consultants and property acquisition brokerage fees when in excess of the appropriate limit. The maximum brokerage fees shall be limited to the lesser of \$300,000 or a percent of the acquisition price, which shall be set at 4 percent when the acquisition price is \$5

million or less, 3 percent when the acquisition price is \$10 million or less, and 2 percent when the acquisition price is in excess of \$10 million; and,

(b) The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction costs. For the purpose of any necessity to prepare a HUD subsidy layering review, if there exists an Identity of Interest as defined herein between the Applicant or Developer and the General Contractor, the allowable fees shall in no case exceed the amount allowable pursuant to the HUD subsidy layering review requirements.

(13) The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget inclusive of the general requirement items related to construction costs identified in The Final Cost Certification Application Package as set forth in subsection 67-21.027(6) 67-21.027(7), F.A.C.;

(c) Secure building permits, issued in the name of the General Contractor;

(d) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;

(e) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor;

(f) For Developments with a Development category of new construction, unless otherwise approved by the Board for a specific Development, ~~Ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor);~~

1. Contracted to deliver the building shell of a building of less than five (5) stories which may not have more than 25 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development;  
or

2. Contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the ~~Board Corporation~~ Board for a specific Development;

~~or, A subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor)~~

3. ~~C~~ontracted to deliver the building shell of a Development located in the Florida Keys Area may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the ~~Board Corporation~~ for a specific Development.

With regard to said approval, the ~~Board Corporation~~ shall ~~require an analysis from the Credit Underwriter and~~ consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For purposes of ~~this~~ paragraph (f), "Affiliate" has the meaning given in subsection 67-21.002(5), F.A.C., except that the term "Applicant" therein shall mean "subcontractor";

(g) For Developments with a Development category of Rehabilitation or Substantial Rehabilitation, unless otherwise approved by the Board for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor) contracted to perform work on both the HVAC and electrical components of a building of at least seven (7) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For purposes of this paragraph, "Affiliate" has the meaning given in subsection 67-48.002(5), F.A.C., except that the term "Applicant" therein shall mean "subcontractor"; and,

~~(h)(g)~~ Ensure that no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of with the General Contractor or the Developer. For purposes of this paragraph, "Affiliate" has the meaning given it in subsection 67-21.002(5), F.A.C., except that the term "Applicant" therein shall mean "General Contractor."

(14) Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Redevelopment and Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and no more than 5 percent of total general development costs (soft costs) for Rehabilitation

and Preservation may be included within the Total Development Cost for Application and underwriting purposes; however, in the event financing is obtained through a federal government rehabilitation program, a contingency reserve up to 20 percent may be utilized if required by the program.

(15) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

(16) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same.

(17) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

(18) For Housing Credit Applications, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(a) The Credit Underwriter, in determining the amount of Housing Credits a Development is eligible for when using the qualified basis calculation, shall use a Housing Credit percentage of 15 basis points over the percentage as of the date of invitation to enter Credit Underwriting up to 4 percent will be used for Developments receiving Tax-exempt Bonds, unless the Applicant has previously locked in the percentage at a different rate, in which case the Credit Underwriter shall use the locked-in Housing Credit percentage.

(b) Costs such as syndication fees cannot be included in eligible basis. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees cannot cause the Developer Fee to exceed the maximum allowable fee as set forth in subsection (12), above.

(c) All contracts for hard or soft Development Costs must be itemized for each cost component.

(d) The allocation amount for acquisition Housing Credits shall be limited to the lesser of the sale price or the appraised value of the building(s).

(e) If the Credit Underwriter is to recommend a Non-Competitive Housing Credit Allocation, the recommendation will be the lesser of the qualified basis calculation result or the gap calculation result.

(f) As part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2) of the IRC, the Corporation shall utilize the greater of:

1. The actual percentage of the Applicant’s Housing Credit Allocation being sold to the Housing Credit Syndicator/direct investor(s), or

2. 99.99 percent of the Applicant’s Housing Credit Allocation.

The actual percentage of the Applicant’s Housing Credit Allocation being sold must be equal to or less than the percentage of ownership interest held by the limited partner (inclusive of any special limited partner) or member.

(g) When any Housing Credit Allocation is syndicated or sold directly to an investor, the Corporation will require that the net proceeds received on the sale of the Housing Credits be reflective of market rate pricing as depicted by the price per dollar of Housing Credit Allocation available to the Development. All Non-Competitive Housing Credits not retained by the Applicant (up to an assumed maximum of 0.01 percent of the Housing Credit Allocation) must be sold directly or indirectly to an investor at market rate pricing. The amount of equity capital contributed by investors to an Applicant shall not be less than the amount generally contributed by investors to similar Developments as determined by using sales of comparable Housing Credit Developments and the Corporation’s evaluation of market trends. As part of the Final Cost Certification Application Package set forth in subsection 67-21.027(6), F.A.C., the Applicant shall have documentation provided to the Corporation by the Housing Credit Syndicator (for Housing Credits that are syndicated) or by the Applicant (for any Housing Credits that are not syndicated) that details, for each Housing Credit investor (providing the name of the actual investor is optional), the following information:

1. The net dollar amount of funding provided to the Housing Credit Syndicator or the Applicant, as applicable, that will be passed along to the Applicant as Housing Credit equity; and,

2. The annual dollar amount of Housing Credit allocation sold to each investor in exchange for the funding provided.

The Corporation will base all calculations of the minimum net syndication/investor proceeds available to the Development on the assumption that a minimum of 99.99 percent of the

Housing Credit Allocation is being sold to raise equity capital. The Corporation will use the greater of:

a. The actual equity capital contributed to the Development, or

b. The required minimum equity capital contributed to the Development based on the criteria provided herein.

(19) If the Credit Underwriter recommends that Housing Credits be allocated to the Development, the Corporation shall determine the credit amount, if any, necessary to make the Development financially feasible and viable throughout the Housing Credit Extended Use Period and shall issue a Preliminary Determination of Housing Credits in the case of Tax-Exempt Bond-Financed Developments. If the Credit Underwriter recommends that no credits be allocated to the Development and the Executive Director accepts the recommendation, the Applicant shall be notified that no Housing Credits will be allocated to the Development. All contingencies required in the Preliminary Determination shall be met or satisfied by the Applicant within 45 Calendar Days from the date of issuance or as otherwise indicated on the certificate unless an extension of this deadline is requested in writing by the Applicant and is granted by the Corporation in writing for good cause.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-21.027 HC General Program Procedures and Requirements.

(1) Each Housing Credit Development shall comply with the minimum Housing Credit Set-Aside provisions, as specified in Section 42(g)(1) of the IRC. Further, each Housing Credit Development shall comply with any additional Housing Credit Set-Aside chosen by the Applicant in the Application.

(2) The Development shall provide safe, sanitary and decent residential rental housing and shall be developed, constructed and operated in accordance with the commitments made and the facilities and services described in the Application at the time of submission to the Corporation. Applications will not be considered approved to receive an allocation of Housing Credits until the Corporation issues a Preliminary Determination to the Applicant and all contingencies of such documents are satisfied. Allocations are further contingent on the Applicant complying with its Application commitments, this rule chapter, and Section 42 of the IRC.

(3) All of the dwelling units within a Housing Credit Development shall be rented or available for rent on a continuous basis to members of the general public. The owner of the Housing Credit Development shall not give preference to any particular class or group in renting the dwelling units in the

Housing Credit Development, except to the extent that dwelling units are required to be rented to Eligible Persons. All Housing Credit Developments must comply with the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”), and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35. To the extent that a Housing Credit Development is not otherwise subject to Section 504 and its related regulations, the Housing Credit Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Housing Credit Program to the same extent as if the Housing Credit Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the Housing Credit Program, a Housing Credit Allocation shall be deemed “Federal financial assistance” within the meaning of that term as used in Section 504 and its related regulations for all Housing Credit Developments.

(4) Each Housing Credit Development shall complete the Final Cost Certification Application Package by the earlier of the following two dates:

(a) The date that is 90 Calendar Days after all the buildings in the Development have been placed in service, or

(b) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

(5) Prior to execution of the limited partnership agreement or limited liability company operating agreement between the Applicant and the limited partners/members, the Applicant must receive written approval from the Corporation or its Credit Underwriter that the Housing Credit Syndicator is in good standing with the Corporation. Proceeding with execution of a partnership agreement or operating agreement with a Housing Credit Syndicator that is not in good standing shall result in withdrawal of the Housing Credit Allocation.

(6) The Final Cost Certification Application Package (Form FCCAP) shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer’s and General Contractor’s fees as described in rule 67-21.026, F.A.C. Such form package shall be completed, executed and submitted to the Corporation in both ~~PDF hard copy~~ PDF format and electronic files of the Microsoft Excel spreadsheets for the HC Development Final Cost Certification (DFCC) and the General Contractor Cost Certification (GCCC) included in the form package, along with the executed Extended Use Agreement and appropriate recording fees, IRS Tax Information Authorization Form 8821 for all Financial

Beneficiaries if requested by the Corporation, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter for both the DFCC and GCCC, an unmodified audit report prepared by an independent certified public accountant for both the DFCC and GCCC, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCAP instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation. The Final Cost Certification Application Package (Form FCCAP) is adopted and incorporated herein by reference, effective ~~04-2020~~ 04-2019, and is available on the Corporation’s website under the Multifamily Programs link labeled Non-Competitive Funding Programs or from

[http://www.flrules.org/Gateway/reference.asp?No=Ref\\_10773](http://www.flrules.org/Gateway/reference.asp?No=Ref_10773), or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1321.

(7) After the final evaluation and determination of the Housing Credit Allocation amount has been made by the Corporation and the Extended Use Agreement has been executed in accordance with rule 67-21.029, F.A.C., the IRS Low-Income Housing Credit Allocation and Certification Forms 8609 are issued to the Applicant of the Housing Credit Development, as provided below. The Corporation will issue only one complete set of Forms 8609 per Development which will be no earlier than total Development completion, the Corporation’s acceptance and approval of the Development’s Final Cost Certification Application Package, and determination by the Corporation that all financial obligations for which an Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation have been satisfied. At the time the Applicant’s first tax return with which Form 8609-A is filed with the Internal Revenue Service, the Applicant must submit to the Corporation a copy of IRS Form 8609 with a completed Part II.

(8) Annually, within 151 Calendar Days following the Applicant’s fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form (SR-1) (Rev. 05-14), which is incorporated by reference and available on the Corporation’s website under the Property Owners & Managers link labeled Forms or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-04908>. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: [financial.reporting@floridahousing.org](mailto:financial.reporting@floridahousing.org). The initial submission

will be due following the fiscal year within which the first unit is occupied. The initial submission for Housing Credit Developments that contain occupied units at the time of acquisition will be due following the fiscal year within which the 12 month anniversary of the closing is observed of either the Housing Credit equity partnership agreement or the acquisition of the development site, whichever comes first. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and,
- (e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$250 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

(9) The Corporation must approve, pursuant to rule chapter 67-53, F.A.C., the Applicant's selection of a management company prior to such company assuming responsibility for the Development. The owner of a Development must notify the Corporation of an intended change in the management company prior to such company assuming responsibility for the Development. A key management company representative must attend a Corporation-sponsored training workshop on certification and compliance procedures prior to the leasing of any units in the Development.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, 7-11-19,\_\_\_\_\_.

67-21.028 HC with Tax-Exempt Bond-Financed Developments.

(1) Tax-Exempt Bond-Financed Developments which applied for Non-Competitive Housing Credits when also applying for MMRB from the Corporation shall:

- (a) Have 50 percent or more of the aggregate basis of any building and the land on which the building is located financed by Tax-exempt Bonds;
- (b) Be subject to the monitoring and credit underwriting fees as stated in this rule chapter; however, when the regulatory period for the Tax-exempt Bonds terminates prior to the expiration of the Housing Credit Extended Use Period, a separate compliance monitoring fee is required for the remainder of the Housing Credit Extended Use Period;

(c) If applying utilizing the Non-Competitive Application Package, be deemed to have met all HC Program scoring threshold requirements prior to issuance of an invitation to enter Credit Underwriting, or if applying under a competitive solicitation, meet all requirements of the competitive solicitation and be successfully selected for award through final Board action;

(d) Receive a Preliminary Determination upon the Corporation's issuance of a loan commitment in reference to the Tax-exempt Bonds;

(e) Be subject to the provisions of this rule chapter. If the MMRB and Non-Competitive Housing Credits are awarded as a result of a competitive solicitation, the Development shall also be subject to the provisions of such competitive solicitation;

(f) Receive Building Identification Numbers from the Corporation upon satisfying the requirements of this section and the Final Cost Certification Application Package requirements of rule 67-21.027, F.A.C.;

(g) If requested by the Corporation, provide an IRS Form 8821 for each Financial Beneficiary of the Development prior to Final Housing Credit Allocation; and,

(h) Pay the assigned Credit Underwriter for a comprehensive market study of the housing needs of Low Income individuals in the area to be served by the Development. The market study must be completed by a disinterested third party and a copy of the completed market study must be on file with the Corporation prior to the Final Housing Credit Allocation.

(2) Tax-Exempt Bond-Financed Developments receiving bonds issued by a County Housing Finance Authority established pursuant to section 159.604, F.S., shall:

(a) Have 50 percent or more of the aggregate basis of any building and the land on which the building is located financed by Tax-exempt Bonds;

(b) Be subject to the Application fee specified in the Non-Competitive Application Package or a competitive solicitation, as applicable;

(c) Meet the HC Program requirements pursuant to the Non-Competitive Application Package or a competitive solicitation, as applicable, and participate in the required Credit Underwriting review, as outlined in this rule chapter and the Non-Competitive Application Package or competitive solicitation, as applicable, by a Credit Underwriter under contract with the Corporation;

(d) The Credit Underwriting review is a de novo review of all information and shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to complete and stabilize the Development, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a

recommended Housing Credit Allocation amount. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis and other documents evidencing justification of costs. As part of the Credit Underwriting review, the Development shall be subject to the following provisions of rule 67-21.026, F.A.C.: subsections (2), (4) through (8), (10) through (13), and (15) through (19). The Application will be subject to the following provisions of subsection (9): An appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and product type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed Development's financial feasibility. Appraisals which have been ordered and submitted by third party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. For proposed Developments subject to location restrictions as designated in the Non-Competitive Application instructions, the Credit Underwriter must address the market and impact issues;

(e) Be subject to the Credit Underwriting Fees as set forth in this rule chapter. Failure to submit the required Credit Underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter Credit Underwriting shall result in withdrawal of the invitation;

(f) Be subject to the administrative fee specified in the Non-Competitive Application Package or a competitive solicitation, as applicable;

(g) Receive a Preliminary Determination from the Corporation upon satisfying the requirements of paragraphs (a) through (f), above, as applicable;

(h) Be subject to a Developer fee limitation as specified in this rule chapter;

(i) Be subject to the additional provisions of this rule chapter, specifically the applicable provisions of part I and part III;

(j) If requested by the Corporation, provide an IRS Form 8821 for each Financial Beneficiary of the Development prior to Final Housing Credit Allocation;

(k) Be subject to the provisions in this rule chapter pertaining to the required Extended Use Agreement;

(l) Be subject to the monitoring fee specified in the Non-Competitive Application Package or a competitive solicitation, as applicable;

(m) Submit an Application to the Corporation utilizing the Non-Competitive Application Package or a competitive solicitation, as applicable. If utilizing the Non-Competitive Application Package, it must be completed in accordance with the requirements outlined in the Non-Competitive Application Package instructions. The Application Form and all required exhibits may be submitted to the Corporation once the Applicant ~~completes~~ ~~enters~~ Credit Underwriting for the Tax-exempt Bonds, but in no event may the Non-Competitive Application Package be submitted later than the last Corporation business day of December of the year the Development is placed in service. If utilizing a competitive solicitation to apply for the Non-Competitive Housing Credits, the requirements of the specific competitive solicitation must be followed; and,

(n) Receive Building Identification Numbers from the Corporation upon satisfying the requirements of this section and the Final Cost Certification Application Package requirements of rule 67-21.027, F.A.C.

(3) Tax-Exempt Bond-Financed Developments receiving bonds from another source other than the Corporation or a County Housing Finance Authority and not competing for Housing Credits under the state of Florida's Allocation Authority shall:

(a) Make Application to the Corporation as required in this rule chapter, utilizing the Non-Competitive Application Package, for receipt by the Corporation once the Applicant has received affirmation that the tax-exempt multifamily bond allocation has been reserved or that the entity issuing the bonds has agreed to award the necessary allocation when available, but no later than 14 days after the TEFRA Hearing, and in no event may the Application be submitted after commencement of Rehabilitation or construction;

(b) Be subject to the Application fee specified in the Non-Competitive Application Package;

(c) Meet the HC Program threshold requirements pursuant to the Non-Competitive Application Package and shall have secured a commitment for the Tax-exempt Bonds;

(d) Be subject to the Credit Underwriting fees as set forth in the Non-Competitive Application Package. Failure to submit the required Credit Underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter Credit Underwriting shall result in withdrawal of the invitation;

(e) Participate in the Credit Underwriting process pursuant to rule 67-21.026, F.A.C.;

(f) Have 50 percent or more of the aggregate basis of any building and the land on which the building is located financed by tax-exempt multifamily bonds;

(g) Receive a Preliminary Determination from the Corporation upon satisfying the requirements of paragraphs (a)

through (f), above. A Development may receive a Preliminary Determination prior to the bonds being issued, after satisfying the requirements of paragraphs (a) through (d), above, if the Corporation receives a Credit Underwriting report prepared by one of the Corporation’s contracted Credit Underwriters which meets the criteria required pursuant to this rule chapter and recommends a Housing Credit Allocation and the issuance of Tax-exempt Bonds, and receives evidence of a loan commitment in reference to the Tax-exempt Bonds where the amount of the Bonds is at least 50 percent or more of the aggregate basis of any building and the land on which the building is located;

(h) Be subject to the administrative fee specified in the Non-Competitive Application Package. The administrative fee must be paid within seven (7) Calendar Days of the date of the Preliminary Determination;

(i) Be subject to a Developer Fee limitation as specified in this rule chapter;

(j) Be subject to the provisions of this rule chapter, specifically the applicable provisions of part I and part III;

(k) If requested by the Corporation, provide an IRS Form 8821 for each Financial Beneficiary of the Development prior to Final Housing Credit Allocation;

(l) Be subject to the provisions in this rule chapter pertaining to the required Extended Use Agreement;

(m) Be subject to the monitoring fee specified in the Non-Competitive Application Package;

(n) Receive Building Identification Numbers from the Corporation upon satisfying the requirements of this section and the Final Cost Certification Application Package requirements of rule 67-21.027, F.A.C.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, 7-11-19,\_\_\_\_\_.

67-21.029 HC Extended Use Agreement.

(1) Pursuant to Section 42(h)(6) of the IRC, the Applicant and the Corporation shall enter into an Extended Use Agreement. The purpose of the Extended Use Agreement is to set forth the Housing Credit Extended Use Period, the Compliance Period, and to evidence commitments made by the Applicant in the Application or subsequently agreed to by the Corporation.

(2) The following provisions shall be included in the Extended Use Agreement:

(a) The Applicable Fraction for Housing Credit Set-Aside units for each taxable year in the Housing Credit Extended Use Period shall not be less than the Applicable Fraction;

(b) Eligible Persons occupying set-aside units shall have the right to enforce in any state of Florida court the extended use requirement for set-aside units;

(c) The Extended Use Agreement shall be binding on all successors and assigns of the Applicant; and,

(d) The Extended Use Agreement shall be executed prior to the issuance of a Final Housing Credit Allocation to an Applicant. Following execution, the Extended Use Agreement shall be recorded pursuant to Florida law as a restrictive covenant.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Repromulgated 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-21.030 Sale or Transfer of a Housing Credit Development.

An owner of a Housing Credit Development, its successor or assigns which has been granted a Final Housing Credit Allocation shall not sell the Housing Credit Development without having first notified the Treasury of the impending sale and complying with the Treasury’s procedure or procedures for completing the transfer of ownership and utilizing the Housing Credit Allocation. The owner of a Housing Credit Development shall notify the Corporation in writing of an impending sale and of compliance with any requirements by the Treasury for the transfer of the Housing Credit Development. The proposed transferee agrees to maintain all set-asides and other requirements of the Extended Use Agreement for the period originally specified; pay any and all unpaid compliance monitoring fees through the end of the Extended Use Agreement; and execute any assignment and assumption documents the Corporation deems necessary to effectuate the ownership change. For those Developments that have not waived the right to submit a qualified contract, any transfer of that Development will require the transferee to agree to a waiver of the right to submit a qualified contract before approval of the transfer will be provided by the Corporation. All requests which only require subordination of the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated. The applicable fee will be determined by the rule in effect at the time of the subordination request.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Repromulgated 2-2-15, 9-15-16, 5-24-17, Amended 7-8-18, 7-11-19, Repromulgated \_\_\_\_\_.

67-21.031 Qualified Contracts.

(1) An owner’s written request to the Corporation for a qualified contract (a “qualified contract request”) shall be governed by 26 CFR 1.42-18 (the “qualified contract regulations”), Section 42 of the IRC, as applicable, and this rule section in effect at the time of the qualified contract request.



(2) In submitting a qualified contract request, and in keeping with the intent of this rule and the governing law, the owner of the Development is presumed to do so with good faith intent to sell the Development when presented with a qualified contract. While the qualified contract request may ultimately result in the termination of the Extended Use Agreement should the Corporation fail to present the owner with a qualified contract during the one-year period (as same may be suspended from time to time), that is the default position and not the intended purpose of a qualified contract request. To that end, for purposes of this rule and processing a qualified contract request, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract by presenting the owner with a contract that meets the requirements of subsection (3), below. It shall be the owner's responsibility to negotiate with the purchaser, in good faith and with the intent to sell the development, the specific terms of the contract, and the owner's rejection of the contract or failure to act on the contract because of terms other than those required in subsection (3), below, shall in no way affect the status of the contract as a qualified contract. The Corporation shall have no duty and is not responsible to either the owner or the purchaser for negotiating the details of the contract following its submission to the owner.

(3) Qualified contract means a bona fide contract (as defined herein) to acquire the development (within a reasonable period after the contract is entered into) for the qualified contract amount (also referred to as the qualified contract price). Bona fide contract means a certain and unambiguous offer to purchase the Development for an amount which equals or exceeds the qualified contract amount (the qualified contract purchase price) made by a purchaser with the intent that such offer result in the execution of an enforceable, valid and binding contract to purchase. The bona fide contract shall be in the form of a contract for sale signed by the purchaser, which states that acceptance of the contract is contingent upon approval by the Corporation, and must provide for an initial earnest money deposit (the initial deposit) from the purchaser in the minimum amount of \$50,000 and obligate the purchaser to make a second earnest money deposit (the second deposit) (the initial and second deposits shall be refundable in the event of the seller's failure to deliver insurable title or in the event of seller's default, otherwise the deposits shall be non-refundable) equal to three (3) percent of the qualified contract price as follows: The initial deposit must be deposited with a nationally recognized title insurance company which offers escrow services ("escrow agent") designated by the owner at the time of submission of the qualified contract request, or if no such escrow agent is designated by the owner, with an escrow agent selected by the purchaser, contemporaneously with the submission of the contract to the owner; and, by its terms, the contract must

obligate the purchaser to deposit the second deposit with the escrow agent within 15 business days following the end of the due diligence period (subject to any rights reserved by the purchaser to cancel or terminate the contract during such period) which period shall end no later than 90 Calendar Days following execution of the contract by the owner. A contract submitted to the owner which otherwise meets the requirements of this subsection (3), including the deposit of the initial deposit with the escrow agent, which is accepted by owner within 15 business days after its submission, shall be deemed a qualified contract for purposes of this rule and the qualified contract regulations at such time as the second deposit is deposited with the escrow agent in accordance with the terms of the contract, as same may be amended from time to time, unless waived in writing by the owner. And, in such event, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract. A contract submitted to the owner which otherwise meets the requirements of this subsection (3), including the deposit of the initial deposit with the escrow agent, which is not accepted by owner within 15 business days after its submission, shall be deemed a qualified contract for purposes of this rule and the qualified contract regulations at such time as the 15-day period expires. And, in such event, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract.

(4) After the fourteenth year of the Compliance Period, unless otherwise obligated under the Extended Use Agreement, or a Land Use Restriction Agreement under another Corporation program, and provided the right to request a qualified contract for the Development was not waived in exchange for or in connection with the award of Housing Credits, the owner of a Development may submit a qualified contract request to the Corporation. When submitting a qualified contract request, the owner shall utilize the Qualified Contract Package in effect at the time of the request and shall remit payment of the required Qualified Contract Package fee as provided therein. The Qualified Contract Package consists of the forms and instructions, obtained from the Corporation at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or on the Corporation's website under the Multifamily Programs link labeled Non-Competitive Funding Programs or from [http://www.flrules.org/Gateway/reference.asp?No=Ref\\_10772](http://www.flrules.org/Gateway/reference.asp?No=Ref_10772), which shall be completed and submitted to the Corporation in order to request a qualified contract. The Qualified Contract Package, (Rev. 03-2020 04-2019), is adopted and incorporated herein by reference.

(5) All information contained in a Qualified Contract Package is subject to independent review, analysis and verification by the Corporation or its agents. The Corporation may request additional information to document the qualified

contract amount calculated by the owner. The Corporation may also engage the services of its own certified public accountant (CPA) and real estate appraiser to assist in the review of a Qualified Contract Package. Real estate appraisers involved in the qualified contract process must be licensed by the state of Florida, be an MAI-designated general appraiser, and be otherwise acceptable to the Corporation.

(6) The qualified contract regulations provide that the fair market value of the non-low-income portion of the building includes the fair market value of the underlying land and that the valuation of the underlying land must take into account the existing and continuing requirements contained in the Extended Use Agreement. Pursuant to section 193.017, F.S., and the statutes cited therein, the Extended Use Agreement recorded in connection with a Housing Credit property is a land-use regulation and a limitation on the highest and best use of the property during the term of the agreement that must be considered by the county property appraiser in assessing the value of the property. Unless the owner elects otherwise as provided below, for purposes of a qualified contract request, the fair market value of the underlying land shall be the value attributed to the underlying land by the county property appraiser in the most recent year's assessed value of the Development provided that the county property appraiser's valuation of the land takes into account the existing and continuing requirements contained in the Extended Use Agreement. The county property appraiser's valuation methodology shall be verified upon submission of a qualified contract request in order to determine if the valuation of the land has taken into account the existing and continuing requirements contained in the Extended Use Agreement. If the owner is of the opinion that the county property appraiser's valuation does not represent the fair market value of the underlying land within the contemplation of the qualified contract regulations at the time of the qualified contract request, the owner may elect to submit with its qualified contract request a value (the "owner's appraised value") for the underlying land at the fair market value determined by a real estate appraiser (the "owner's appraiser") engaged by the owner for that purpose in lieu of the county property appraiser's valuation. A copy of the real estate appraisal (the "owner's appraisal report") upon which the owner's appraised value is based shall be included with the owner's qualified contract request. If the owner elects to rely on the county property appraiser's valuation of the land and the Corporation determines that the county property appraiser's valuation did not take into account the existing and continuing requirements contained in the Extended Use Agreement, the county property appraiser's valuation shall be disregarded, and instead, the owner must obtain and submit to the Corporation an owner's appraisal report together with the owner's appraised value as provided above. The owner's appraiser must certify in

the appraisal report that the valuation represents the fair market value of the underlying land taking into account the existing and continuing requirements contained in the Extended Use Agreement for the property. The owner's appraisal report must also include a narrative describing the methodology or manner in which the requirements contained in the Extended Use Agreement were considered by the owner's appraiser in arriving at the owner's appraised value of the underlying land, and, for comparison and evaluation purposes, the opinion of the owner's appraiser as to what the fair market value of the underlying land would be if unencumbered by the requirements of the Extended Use Agreement. The lower of the restricted and unrestricted appraised values should be included in the qualified contract price if the owner's appraised value is submitted. The owner's appraised value of the underlying land and the owner's appraisal report shall be subject to review and approval by the Corporation. The Corporation may engage the services of one or more real estate appraisers, or other professionals, to assist in the review and evaluation of the owner's appraised value and the owner's appraisal report.

(7) In addition to the Qualified Contract Package fee, the owner shall be responsible for all third party fees in connection with the owner's qualified contract request. Third party fees include, but are not limited to, the costs of the services provided by CPAs and real estate appraisers or other real estate professionals engaged by the Corporation to assist it in the review of a qualified contract request, and the fees and commissions of any real estate broker in connection with the marketing and sale of the development to a buyer under a qualified contract.

(8) When offering a development for sale to the general public pursuant to a qualified contract request, the Corporation may, but shall not be required to, utilize the services of a real estate broker under contract with or designated by the Corporation to market and sell the development. The owner of the development shall be responsible for the fees and commissions due any such real estate broker in connection with the marketing and sale of the development, and, upon request of the Corporation or the real estate broker, the owner shall enter into a written agreement with the real estate broker pursuant to which the owner agrees to pay to the real estate broker such fees and commissions in connection with the marketing and sale of the development.

(9) The running of the one-year period described in Section 42(h)(6)(I) of the IRC shall be suspended by the Corporation at any time upon written notice to the owner if:

(a) The Corporation concludes that the owner's request lacks information required in the Qualified Contract Package or other essential information;

(b) The owner fails to pay the Qualified Contract Package fee or, thereafter, fails to timely pay any other fees or costs for which the owner is responsible hereunder;

(c) The owner and the Corporation are unable to reach mutual agreement on the qualified contract amount;

(d) The Development that is the subject of the qualified contract request is not in compliance with the applicable program requirements or if any fees related to the Development are delinquent;

(e) The owner fails to allow the Corporation, its agents or prospective buyers access to the Development for purposes of verification, inspection or due diligence;

(f) The Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation;

(g) Following request, the owner fails to enter into the written agreement with the real estate broker designated by the Corporation to market and sell the development, or

(h) The owner otherwise fails to comply with the requirements of this rule section or the qualified contract regulations.

The term of any such suspension shall begin on the date of the written notice provided by the Corporation to the owner, and shall continue unabated until such date as the deficiency, non-payment or disagreement giving rise to the suspension is cured or otherwise resolved. The Corporation shall acknowledge the cure or resolution by written notice to the owner within 10 days thereafter. The owner’s election to value the underlying land based on the owner’s appraised value as provided in subsection (6), above, shall automatically prevent the owner’s purported qualified contract request from beginning the one-year period described in Section 42(h)(6)(I) of the IRC until such time as the Corporation and the owner shall mutually agree on the value of the underlying land for purposes of the owner’s qualified contract request.

(10) Upon mutual agreement of the owner and the Corporation, the qualified contract amount shall be documented in writing signed by the Corporation and the owner.

(11) The owner shall cooperate with the Corporation and its agents, real estate brokers and prospective buyers in connection with the processing of the owner’s qualified contract request and the marketing of the Development to prospective buyers. The owner shall exercise good faith in acting upon a qualified contract as may be presented within the one-year period. If the Corporation provides a qualified contract within the one-year period (it being understood that the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract by presenting the owner with a contract that meets the requirements of subsection (3), above) regardless of whether the owner accepts, rejects or

fails to act upon the contract, the Development shall remain subject to the Extended Use Agreement, and the owner shall be deemed to have waived any right or option to submit another qualified contract request for the Development.

(12) An owner shall be allowed only one qualified contract request per Development.

(13) Section 42(h)(6)(E)(ii) of the IRC provides that the termination of an extended low-income housing commitment under Section 42(h)(6)(E)(i) will not be construed to permit before the close of the 3-year period following the termination (a) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low-Income unit, or (b) any increase in the gross rent with respect to a Low-Income unit not otherwise permitted under Section 42, IRC.

(14) This rule shall apply to qualified contract requests first submitted to the Corporation on or after the effective date of the rule.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-16-13, Amended 2-2-15, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

NAME OF PERSON ORIGINATING PROPOSED RULE: Marisa Button, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197.

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Ron Lieberman, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, (850)488-4197.

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: April 17, 2020

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: Volume 46, Number 27, February 10, 2020.

**FLORIDA HOUSING FINANCE CORPORATION**

RULE NOS.:	RULE TITLES:
67-48.001	Purpose and Intent
67-48.002	Definitions
67-48.004	Selection Procedures for Developments
67-48.007	Fees
67-48.0072	Credit Underwriting and Loan Procedures
67-48.0075	Miscellaneous Criteria
67-48.009	SAIL General Program Procedures and Restrictions
67-48.0095	Additional SAIL Selection Procedures
67-48.010	Terms and Conditions of SAIL Loans
67-48.0105	Sale, Transfer or Refinancing of a SAIL Development
67-48.013	SAIL Construction Disbursements and Permanent Loan Servicing
67-48.014	HOME General Program Procedures and Restrictions
67-48.015	Match Contribution Requirement for HOME Allocation
67-48.017	Eligible HOME Activities
67-48.018	Eligible HOME Applicants
67-48.019	Eligible and Ineligible HOME Development Costs
67-48.020	Terms and Conditions of Loans for HOME Rental Developments
67-48.0205	Sale, Transfer or Refinancing of a HOME Development
67-48.022	HOME Disbursements Procedures and Loan Servicing
67-48.023	Housing Credits General Program Procedures and Requirements
67-48.027	Tax-Exempt Bond-Financed Developments
67-48.028	Carryover Allocation Provisions
67-48.029	Extended Use Agreement
67-48.030	Sale or Transfer of a Housing Credit Development
67-48.031	Qualified Contracts
67-48.040	EHCL General Program Procedures and Restrictions
67-48.041	Terms and Conditions of EHCL Loans

**PURPOSE AND EFFECT:** The purpose of this Rule Chapter is to establish the procedures by which the Corporation shall:

- (1) Address loan amounts, make and service mortgage loans for new construction or rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) and Elderly Housing Community Loan (EHCL) Programs authorized by Section 420.5087, F.S., and the HOME Investment Partnerships (HOME) Program authorized by Section 420.5089, F.S.; and
- (2) Address Competitive Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S. The intent of this Rule Chapter is to encourage public-private partnerships to invest in residential housing; to stimulate the

construction and rehabilitation of residential housing which in turn will stimulate the job market in the construction and related industries; and to increase and improve the supply of affordable housing in the state of Florida.

**SUMMARY:** Prior to the opening of a funding process, the Corporation (1) researches the market need for affordable housing throughout the state of Florida and (2) evaluates prior competitive funding processes to determine what changes or additions should be added to the Rule, competitive solicitations, and the Qualified Allocation Plan (QAP). The proposed amendments to the Rule and adopted reference material include changes that will create a formulated process for selecting Developments that will apply under these funding programs.

**SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:**

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: The rule is not likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. The rule is not likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. In addition, the rule is not likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. Any person who wishes to provide information regarding the statement of estimated regulatory costs, or to provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

**RULEMAKING AUTHORITY:** 420.507 FS.

**LAW IMPLEMENTED:** 420.5087, 420.5089, 420.5099 FS.

**A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:**

**DATE AND TIME:** May 19, 2020, 2:00 p.m. Eastern Time

PLACE: Florida Housing Finance Corporation, 227 North Bronough Street, Tallahassee, Florida 32301. The hearing will also be accessible by telephone and the call-in information will be posted on the Corporation's website <https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/current-rules-and-rule-development-process>

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Marisa Button, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850) 488-4197.

THE FULL TEXT OF THE PROPOSED RULE IS:

#### PART I ADMINISTRATION

##### 67-48.001 Purpose and Intent.

The purpose of this rule chapter is to establish the procedures by which the Corporation shall:

(1) Address loan amounts, make and service mortgage loans for new construction or rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) Program and the Elderly Housing Community Loan (EHCL) Program authorized by section 420.5087, F.S., and the HOME Investment Partnerships (HOME) Program authorized by section 420.5089, F.S.; and,

(2) Address Competitive Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.

(3) This rule chapter shall be reviewed, and if necessary, repealed or renewed through the rulemaking process no later than five years from the effective date.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5089(2), 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.001, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, Amended 3-30-08, Repromulgated 8-6-09, Amended 11-22-11, 10-9-13, 10-8-14, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, Amended \_\_\_\_\_.

##### 67-48.002 Definitions.

(1) "ACC" or "Annual Contributions Contract" means a contract between HUD and a Public Housing Authority containing the terms and conditions under which HUD assists in providing for development of housing units, modernization of housing units, operation of housing units, or a combination of the foregoing.

(2) "Act" means the Florida Housing Finance Corporation Act as found in chapter 420, part V, F.S.

(3) "Address" means the address number, street name and city or, at a minimum, the street name, closest designated

intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.

(4) "Adjusted Income" means, with respect to a HOME Development, the gross income from wages, income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD, adjusted for family size, minus the deductions allowable under 24 CFR §5.611.

(5) "Affiliate" means any person that:

(a) Directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer;

(b) Serves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer;

(c) Directly or indirectly receives or will receive a financial benefit from a Development except as further described in rule 67-48.0075, F.A.C., or

(d) Is the spouse, parent, child, sibling, or relative by marriage of a person described in paragraph (a), (b) or (c), above.

(6) "ALF" or "Assisted Living Facility" means a Florida licensed living facility that complies with sections 429.01 through 429.54, F.S., and chapter 58A-5, F.A.C.

(7) "Allocation Authority" means the total dollar volume of the state of Florida's Housing Credit ceiling available for distribution by the Corporation and authorized pursuant to Section 42 of the IRC.

(8) "Applicable Fraction" means Applicable Fraction as defined in Section 42(c)(1)(B) of the IRC.

(9) "Applicant" means any person or legal entity of the type and with the management and ownership structure described herein that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to rule chapter 67-60, F.A.C., for one or more of the Corporation's programs. For purposes of rules 67-48.0105, 67-48.0205 and 67-48.031, F.A.C., Applicant also includes any assigns or successors in interest of the Applicant. Unless otherwise stated in a competitive solicitation, as used herein, a 'legal entity' means a legally formed corporation, limited partnership or limited liability company.

(10) "Application" means the sealed response submitted to participate in a competitive solicitation for funding pursuant to rule chapter 67-60, F.A.C.

(11) "Binding Commitment" means, with respect to a Housing Credit Development, an agreement between the Corporation and an Applicant by which the Corporation allocates and the Applicant accepts Housing Credits from a later year's Allocation Authority in accordance with Section 42(h)(1)(C) of the IRC.

(12) “Board of Directors” or “Board” means the Board of Directors of the Corporation.

(13) “Building Identification Number” means, with respect to a Housing Credit Development, the number assigned by the Corporation to describe each building in a Housing Credit Development, pursuant to Internal Revenue Service Notice 88-91.

(14) “Calendar Days” means, the seven (7) days of the week.

(15) “Carryover” means the provision under Section 42 of the IRC and rule 67-48.028, F.A.C., which allows a Development to receive a Housing Credit Allocation in a given calendar year and be placed in service by the close of the second calendar year following the calendar year in which the allocation is made.

(16) “Catchment Area” means the geographical area covered under a Local Homeless Assistance Continuum of Care Plan, as designated and revised as necessary by the State Office on Homelessness, in accordance with section 420.624, F.S.

(17) “CHDOs” or “Community Housing Development Organizations” means Community housing development organizations as defined in section 420.503, F.S., and 24 CFR Part 92.

(18) “Commercial Fishing Worker” means Commercial fishing worker as defined in section 420.503, F.S.

(19) “Commercial Fishing Worker Household” means a household of one or more persons wherein at least one member of the household is a Commercial Fishing Worker at the time of initial occupancy.

(20) “Competitive Housing Credits” or “Competitive HC” means those Housing Credits which come from the Corporation’s annual Allocation Authority.

(21) “Compliance Period” means a period of time that the Development shall conform to all set-aside requirements as described further in the rule chapter and agreed to by the Applicant in the Application.

(22) “Consolidated Plan” means the plan prepared in accordance with 24 CFR Part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to certain HUD programs, including the HOME Program.

(23) “Contact Person” means the person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.

(24) “Corporation” means the Florida Housing Finance Corporation as defined in section 420.503, F.S.

(25) “Credit Underwriter” means the independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.

(26) “DDA” or “Difficult Development Area” means areas designated by the Secretary of Housing and Urban

Development as having high construction, land, and utility costs relative to area median gross income in accordance with Section 42(d)(5)(B), of the IRC.

(27) “Department” means the Department of Economic Opportunity as defined in section 420.503, F.S.

(28) “Developer” means any individual, association, corporation, joint venturer, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.

(29) “Developer Fee” means the fee earned by the Developer.

(30) “Development” means Project as defined in section 420.503, F.S.

(31) “Development Cash Flow” means, with respect to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a Multifamily Mortgage Revenue Bond (MMRB) Loan (as defined in rule chapter 67-21, F.A.C.), cash transactions of the Development as calculated in the statement of cash flows prepared in accordance with generally accepted accounting principles (“GAAP”), as adjusted for any cash transactions that are subordinate to the SAIL loan interest payment including any distribution or payment to the Applicant or Developer, Principal(s) of the Applicant or Developer or any Affiliate of the Principal(s) of the Applicant or Developer, or to the Developer or any Affiliate of the Developer, whether paid directly or indirectly, which was not expressly disclosed in determining the annual debt service coverage in the Board approved final credit underwriting report.

(32) “Development Cost” means the total of all costs incurred in the completion of a Development excluding Developer Fee, operating deficit reserves, and total land cost as typically shown in the Development Cost line item on the development cost pro forma.

(33) “Development Expenses” means, with respect to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a MMRB Loan (as defined in rule chapter 67-21, F.A.C.), usual and customary operating and financial costs, such as the compliance monitoring fee, the financial monitoring fee, replacement reserves, the servicing fee and the debt service reserves. As it relates to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a MMRB Loan (as defined in rule chapter 67-21, F.A.C.) and to the application of Development Cash Flow described in subsections 67-48.010(5) and (6), F.A.C., as it relates to SAIL Developments or in paragraph 67-48.020(3)(b), F.A.C., as it relates to HOME Developments, the term includes only those expenses disclosed in the operating pro forma on an annual basis included in the final credit

underwriting report, as approved by the Board, and maximum of 20 percent Developer Fee per year.

(34) “Development Location Point” means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

(35) “Document” means electronic media, written or graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.

(36) “Domestic Violence” means Domestic violence as defined in section 741.28, F.S.

(37) “Draw” means the disbursement of funds to a Development.

(38) “EHCL” or “EHCL Program” means the Elderly Housing Community Loan Program created pursuant to section 420.5087(3), F.S.

(39) “Elderly” means Elderly as defined in section 420.503, F.S.

(40) “ELI Household” or “Extremely Low Income Household” means a household of one or more persons wherein the annual adjusted gross income for the Family is equal to or below the percentage of area median income for ELI Persons.

(41) “ELI Loan” means the loan made by the Corporation for the Applicant’s ELI Set-Aside commitment, based on terms and conditions outlined in a competitive solicitation.

(42) “ELI Persons” or “Extremely Low Income Persons” means Extremely low income persons as defined in section 420.0004(9), F.S., or in a competitive solicitation.

(43) “ELI Set-Aside” or “Extremely Low Income Set-Aside” means the number of units designated to serve ELI Households.

(44) “Eligible Persons” means one or more natural persons or a family, irrespective of race, creed, national origin, or sex, determined by the Corporation to be of Low Income or Very Low Income, as further described in rule 67-48.0075, F.A.C.

(45) “EUA” or “Extended Use Agreement” means, with respect to the HC Program, an agreement which sets forth the set-aside requirements and other Development requirements under the HC Program.

(46) “Executive Director” means the Executive Director of the Corporation.

(47) “Family” means a household composed of one or more persons.

(48) “Farmworker” means Farmworker as defined in section 420.503, F.S.

(49) “Farmworker Household” means a household of one or more persons wherein at least one member of the household is a Farmworker at the time of initial occupancy.

(50) “Final Housing Credit Allocation” means, with respect to a Housing Credit Development, the issuance of Housing Credits to an Applicant upon completion of construction or Rehabilitation of a Development and submission to the Corporation by the Applicant of a completed and executed final cost certification process as required by Section 42, IRC.

(51) “Financial Beneficiary” means any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development except as further described in rule 67-48.0075, F.A.C.

(52) “Financial Institution” means Lending institution as defined in section 420.503, F.S.

(53) “Florida Keys Area” means all lands in Monroe County, except:

(a) That portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park;

(b) All lands more than 250 feet seaward of the mean high water line owned by local, state, or federal governments; and,

(c) Federal properties.

(54) “General Contractor” means a person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in rule 67-48.0072, F.A.C.

(55) “Geographic Set-Aside” means the amount of Allocation Authority or funding which has been designated by the Corporation to be allocated for Developments located in specific geographical regions within the state of Florida.

(56) “HC” or “Housing Credit Program” means the rental housing program administered by the Corporation pursuant to Section 42 of the IRC and section 420.5099, F.S., under which the Corporation is designated the Housing Credit agency for the state of Florida within the meaning of the following:

(a) Section 42(h)(7)(A) of the IRC;

(b) This rule chapter regarding Competitive Housing Credits; and,

(c) Rule chapter 67-21, F.A.C., regarding Non-Competitive Housing Credits.

(57) “HOME” or “HOME Program” means the HOME Investment Partnerships Program administered by the Corporation pursuant to 24 CFR Part 92 and section 420.5089, F.S.

(58) “HOME-Assisted Unit” means the specific units that are funded with HOME funds. HOME units shall adhere to rent

controls and income targeting requirements pursuant to 24 CFR §92.252.

(59) "HOME Development" means any Development which receives financial assistance from the Corporation under the HOME Program.

(60) "HOME Rental Development" means a Development proposed to be constructed or rehabilitated with HOME funds.

(61) "HOME Rent-Restricted Unit" means the maximum allowable rents designed to ensure affordability on the HOME-Assisted Units.

(62) "Homeless" means Homeless as defined in section 420.621, F.S.

(63) "Housing Credit" means the tax credit issued in exchange for the development of rental housing pursuant to the following:

(a) Section 42 of the IRC;

(b) The provisions of this rule chapter regarding Competitive Housing Credits; and,

(c) The provisions of rule chapter 67-21, F.A.C., regarding Non-Competitive Housing Credits.

(64) "Housing Credit Allocation" means the amount of Housing Credits determined by the Corporation as necessary to make a Development financially feasible and viable throughout the Development's Compliance Period pursuant to Section 42(m)(2)(A) of the IRC.

(65) "Housing Credit Development" means the proposed or existing rental housing Development(s) for which Housing Credits have been applied or received.

(66) "Housing Credit Extended Use Period" means, with respect to any building that is included in a Housing Credit Development, the period that begins on the first day of the Compliance Period in which such building is part of the Development and ends on the later of:

(a) The date specified by the Corporation in the Extended Use Agreement, or

(b) The date that is the fifteenth anniversary of the last day of the Compliance Period, unless earlier terminated as provided in Section 42(h)(6) of the IRC.

(67) "Housing Credit Period" means with respect to any building that is included in a Housing Credit Development, the period of 10 years beginning with:

(a) The taxable year in which such building is placed in service, or

(b) At the election of the Developer, the succeeding taxable year.

(68) "Housing Credit Rent-Restricted Unit" means, with respect to a Housing Credit Development, a unit for which the gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in its Application and shall be determined in a manner consistent with Section 42(g)(2) of the IRC.

(69) "Housing Credit Set-Aside" means the number of units in a Housing Credit Development necessary to satisfy Section 42(g) of the IRC and the percentage of units set-aside by the Applicant in the Application.

(70) "Housing Credit Syndicator" means a person, partnership, corporation, trust or other entity that regularly engages in the purchase of interests in entities that produce Qualified Low Income Housing Projects [as defined in Section 42(g) of the IRC].

(71) "Housing for the Elderly" or "Housing Community for the Elderly" means any housing community as defined in section 420.503, F.S.

(72) "Housing Provider" means, with respect to a HOME Development, Local Government, consortia approved by HUD under 24 CFR Part 92, for-profit and Non-Profit Developers, and qualified CHDOs, with demonstrated capacity to construct or rehabilitate affordable housing.

(73) "HUD" means the United States Department of Housing and Urban Development.

(74) "IRC" means 26 CFR Section 42 and subsections 501(c)(3) and 501(c)(4) of the Internal Revenue Code of 1986, together with corresponding and applicable final, temporary or proposed regulations, notices, and revenue rulings issued with respect thereto by the Treasury or the Internal Revenue Service of the United States.

(75) "Lead Agency" means a Local Government or non-profit serving as the point of contact and accountability to the State Office on Homelessness with respect to the Local Homeless Assistance of Continuum of Care Plan, in accordance with section 420.624, F.S.

(76) "Local Government" means Local government as defined in section 420.503, F.S.

(77) "Local Homeless Assistance Continuum of Care Plan" means a plan for developing and implementing a framework for a comprehensive and seamless array of housing and services to address the needs of homeless persons and persons at risk for homelessness, in accordance with section 420.624, F.S.

(78) "Low Income" means the Adjusted Income for a Family which does not exceed 80 percent of the area median income.

(79) "LURA" or "Land Use Restriction Agreement" means an agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.

(80) "Match" means non-federal contributions to a HOME Development eligible pursuant to 24 CFR Part 92.

(81) "Moderate Rehabilitation" means, with respect to the SAIL Program, Moderate rehabilitation as defined in section 420.503, F.S.

(82) "Mortgage" means Mortgage as defined in section 420.503, F.S.



(83) “Non-Competitive Housing Credits” means the Housing Credits which qualify to be used with Tax-Exempt Bond-Financed Developments and do not come from the Corporation’s annual Allocation Authority.

(84) “Non-Profit” means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the IRC and organized under chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 25 percent of the Developer Fee, and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing, as further described in rule 67-48.0075, F.A.C.

(85) “Note” means a unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.

(86) “PBRA” or “Project-Based Rental Assistance” means a rental subsidy through a contract with HUD or RD for a property.

(87) “Person with a Disability” means, pursuant to Section 3 of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008, an individual to which both of the following apply:

(a) The individual has a physical or mental impairment that substantially limits one or more of the major life activities of such individual; and,

(b) The individual is currently or was formerly regarded as having an existing record of such an impairment.

(88) “Person with a Disabling Condition” means a person with a Disabling condition as defined in section 420.0004(7), F.S.

(89) “Persons with Special Needs” means Person with special needs as defined in section 420.0004(13), F.S.

(90) “PHA” or “Public Housing Authority” means a housing authority under chapter 421, F.S.

(91) “Portfolio Diversification” means a distribution of SAIL and HOME Program loans to Developments in varying geographic locations with varying design structures and sizes and with different types and identity of Sponsors.

(92) “Preliminary Allocation” means a non-binding reservation of Housing Credits issued to a Housing Credit Development which has demonstrated a need for Housing Credits and received a positive recommendation from the Credit Underwriter.

(93) “Preservation” unless otherwise stated in a competitive solicitation, means Rehabilitation of an existing development that is at least 20 years old as of an Application

Deadline in a competitive solicitation was originally built in 1996 or earlier and has an active contract through one or more of the following HUD or RD programs: Sections 202 of the Housing Act of 1959 (12 U.S.C. §1701q), 236 of the National Housing Act (12 U.S.C. §1701), 514, 515, or 516 of the U.S. Housing Act of 1949 (42 U.S.C. §1484), 811 of the U.S. Housing Act of 1937 (42 U.S.C. §1437), or either has PBRA or is public housing assisted through ACC. If funded through the Corporation, the Development must maintain at least the same number of PBRA or ACC units. Such developments must not have closed on funding from HUD or RD within the 20 years prior to an Application Deadline in a competitive solicitation after 1996 where the budget was at least \$10,000 per unit for rehabilitation in any year.

(94) “Principal” means:

(a) For a corporation, each officer, director, executive director, and shareholder of the corporation.

(b) For a limited partnership, each general partner and each limited partner of the limited partnership.

(c) For a limited liability company, each manager and each member of the limited liability company.

(d) For a trust, each trustee of the trust and all beneficiaries of majority age (i.e.; 18 years of age) as of Application deadline.

(e) For a Public Housing Authority, each officer, director, commissioner, and executive director of the Authority.

(95) “Project” or “Property” means Project as defined in section 420.503, F.S.

(96) “QAP” or “Qualified Allocation Plan” means, with respect to the HC Program, the 2020 2019 Qualified Allocation Plan which is adopted and incorporated herein by reference, effective upon approval by the Governor of the State of Florida, pursuant to Section 42(m)(1)(B) of the IRC and sets forth the selection criteria and the preferences of the Corporation for Developments which will receive Housing Credits. The QAP is available on the Corporation’s website under the Multifamily Programs link or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or from [http://www.flrules.org/Gateway/reference.asp?No=Ref\\_10769](http://www.flrules.org/Gateway/reference.asp?No=Ref_10769).

(97) “QCT” or “Qualified Census Tract” means any census tract which is designated by the Secretary of Housing and Urban Development as having either 50 percent or more of the households at an income which is less than 60 percent of the area median gross income, or a poverty rate of at least 25 percent, in accordance with Section 42(d)(5)(B) of the IRC.

(98) “RD” or “Rural Development” means the Rural Development (RD), Rural Housing Service (RHS) agency, within the United States Department of Agriculture (USDA), or any successor agency, department, entity or instrumentality designated by law to administer the programs or exercise the powers of the USDA RD RHS.

(99) “Redevelopment” unless otherwise stated in a competitive solicitation means:

(a) With regard to a proposed Development that involves demolition of multifamily rental residential structures currently or previously existing that are at least 30 years old as of an Application Deadline in a competitive solicitation ~~were originally built in 1986 or earlier~~ and either originally received financing or are currently financed through one or more of the following HUD or RD programs: Sections 202 of the Housing Act of 1959 (12 U.S.C. §1701q), 236 of the National Housing Act (12 U.S.C. §1701), 514, 515, or 516 of the U.S. Housing Act of 1949 (42 U.S.C. §1484), 811 of the U.S. Housing Act of 1937 (42 U.S.C. §1437), or have PBRA; and new construction of replacement structures on the same site maintaining at least the same number of PBRA units, or

(b) With regard to proposed Developments that involve demolition of public housing structures currently or previously existing on a site with a Declaration of Trust that are at least 30 years old as of an Application Deadline in competitive solicitation ~~were originally built in 1986 or earlier~~ and that are assisted through ACC; and new construction of replacement structures on the same site, providing at least 25 percent of the total new units with PBRA, ACC, or both, after Redevelopment.

(100) “Rehabilitation” means, with respect to the HOME and Housing Credit Program(s), the alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new construction, as further described in rule 67-48.0075, F.A.C.

(101) “Review Committee” or “Committee” means a committee established pursuant to rule chapter 67-60, F.A.C.

(102) “SAIL” or “SAIL Program” means the State Apartment Incentive Loan Program created pursuant to sections 420.507(22) and 420.5087, F.S.

(103) “SAIL Development” means a residential Development comprised of one (1) or more residential buildings proposed to be constructed or rehabilitated with SAIL funds for Eligible Persons.

(104) “SAIL Minimum Set-Aside Requirement” means the least number of set-aside units in a SAIL Development which must be held for Very Low-Income persons or households pursuant to the category (i.e., Family, Elderly, Homeless, Persons with Special Needs, or Farmworker and Commercial Fishing Worker) under which the Application has been made, as further described in rule 67-48.009, F.A.C.

(105) “SAIL Rent-Restricted Unit” means with respect to a SAIL Development, a unit for which the gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in its Application and shall be determined in a manner consistent with Section 42(g)(2) of the IRC.

(106) “Scattered Sites,” unless otherwise stated in a competitive solicitation, as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, is considered to be a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. All of the Scattered Sites must be located in the same county.

(107) “Section 8 Eligible” means a Family with an income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937.

(108) “Special Needs Household” means a household consisting of a Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with a Disability, or Youth Aging Out of Foster Care. These households require initial, intermittent or on-going supportive services from one or more community based service providers to obtain and retain stable, adequate and safe housing in their communities.

(109) “Special Needs Household Referral Agency” means an organization that is designated and authorized by legislative mandate or the responsible federal or state agency to plan, coordinate and administer the provision of federal or state supportive services or long-term care programs for at least one Special Needs Household population.

(110) “Sponsor” means Sponsor as defined in section 420.503, F.S.

(111) “State Office on Homelessness” means the office created within the Department of Children and Family Services under section 420.622, F.S.

(112) “Substantial Rehabilitation” means, with respect to the SAIL Program, to bring a Development back to its original state with added improvements, where the value of such repairs or improvements (excluding the costs of acquiring or moving a structure) exceeds 40 percent of the appraised as is value (excluding land) of such Development before repair and less than 50 percent of the proposed construction work consists of new construction. For purposes of this definition, the value of the repairs or improvements means the Development Cost. To be considered “Substantial Rehabilitation,” there must be at least the foundations remaining from the previous structures, suitable to support the proposed construction.

(113) “Tax-Exempt Bond-Financed Development” means a Development which has been financed by the issuance of tax-exempt bonds subject to applicable volume cap pursuant to Section 42(h)(4) of the IRC.

(114) “Total Development Cost” means the total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit

Underwriter and the Corporation pursuant to this rule chapter, and as further described in rule 67-48.0075, F.A.C.

(115) "Treasury" means the United States Department of Treasury or other agency or instrumentality created or chartered by the United States to which the powers of the Department of Treasury have been transferred.

(116) "Very Low-Income" means:

(a) With respect to the SAIL and EHCL Programs,

1. If using tax-exempt bond financing for the first mortgage, income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937, as in effect on the date of this rule chapter, or

2. If using taxable financing for the first mortgage, total annual gross household income which does not exceed 50 percent of the median income adjusted for family size, or 50 percent of the median income adjusted for family size for households within the metropolitan statistical area (MSA), within the county in which the Family resides, or within the state of Florida, whichever is greater, or

3. If used in a Development using Housing Credits, income which meets the income eligibility requirements of Section 42 of the IRC, or

(b) With respect to the HOME Program, income which does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for family size, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on a basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

(117) "Website" means the Florida Housing Finance Corporation's website, the Universal Resource Locator (URL) for which is [www.floridahousing.org](http://www.floridahousing.org).

(118) "Youth Aging Out of Foster Care" means youth or young adults who are eligible for services under section 409.1451(2), F.S.

(119) "Zero Bedroom Unit" means a single person occupancy unit of at least 350 square feet that includes a private full bathroom and a vertical closet for clothing. The unit shall include a kitchen with a refrigerator, stove and sink.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.002, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-48.004 Selection Procedures for Developments.

(1) SAIL, HOME and Housing Credit Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same competitive solicitation process, that have the same demographic commitment and one

or more of the same Financial Beneficiaries, will be considered submissions for the same Development site if any of the following is true:

(a) Any part of any of the property sites is contiguous with any part of any of the other property sites, or

(b) Any of the property sites are divided by a street or easement, or

(c) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.

If two or more Applications are considered to be submissions for the same Development site, the Corporation will reject all such Applications.

(2) An Applicant shall be ineligible for funding or allocation in any program administered by the Corporation for a period of time as determined in paragraph (c), below, if:

(a) The Board determines that the Applicant or any Principal, Financial Beneficiary, or Affiliate of the Applicant has made a material misrepresentation or engaged in fraudulent actions in connection with any Application for a Corporation program. For purposes of this subsection, there is a rebuttable presumption that an Applicant has engaged in fraudulent actions if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant:

1. Has been convicted of fraud, theft or misappropriation of funds,

2. Has been excluded from federal or Florida procurement programs for any reason,

3. Has been convicted of a felony in connection with any Corporation program, or

4. Has offered or given consideration with respect to a local contribution as set forth in subsection (7), below.

(b) Before any such determination can be final or effective, the Corporation must serve an administrative complaint that affords reasonable notice to the Applicant of the facts or conduct that warrant the intended action, specifies a proposed duration of ineligibility, and advises the Applicant of the opportunity to request a proceeding pursuant to sections 120.569 and 120.57, F.S. Upon service of such complaint, all pending transactions under any program administered by the Corporation involving the Applicant, or any Principal, Financial Beneficiary or Affiliate of the Applicant shall be suspended until a final order is issued or the administrative complaint is dismissed.

(c) The administrative complaint will include a proposed duration of ineligibility, which may be either a specific period of time or permanent in nature. With regard to establishing the duration, the Board shall consider the facts and circumstances, inclusive of each Applicant's compliance history, the type of

misrepresentation or fraud committed, and the degree of harm to the Corporation's programs that has been or may be done.

(3) For the SAIL, HOME and Housing Credit Programs, notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained and cannot be changed by the Applicant after the applicable submission, unless provided otherwise below:

(a) Name of Applicant or Developer entity(s); notwithstanding the foregoing, the name of the Applicant or Developer entity(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Corporation Board after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Corporation Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

(b) Principals of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

(c) Program(s) applied for;

(d) Applicant ~~that applied applying~~ as a Non-Profit or for-profit organization, unless provided otherwise in a competitive solicitation;

(e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased provided the Development Location Point is on the site and, if applicable, the total proximity points awarded during scoring are not reduced. In addition, if the increase or decrease of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

(f) Development Category;

(g) Development Type;

(h) Demographic Commitment;

(i) Total number of units; notwithstanding the foregoing, the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the

Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development, as well as review of 24 CFR Part 92 to ensure continued compliance for the HOME Program;

(j) For the SAIL and HC Programs, the Total Set-Aside Percentage as stated in the ~~last row of the~~ total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. For the HOME Program, the total number of HOME-Assisted Units committed to in the Set-Aside Commitment section of the Application. Notwithstanding the foregoing, the Total Set-Aside Percentage, or total number of HOME-Assisted Units, as applicable, may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development, as well as review of 24 CFR Part 92 to ensure continued compliance for the HOME Program;

(k) CHDO election for the HOME Program;

(l) Funding Request Amount, exclusive of adjustments by the Corporation as outlined in any applicable competitive solicitation.

(4) For all funding programs outlined in this rule chapter, a Development will be withdrawn from funding and any outstanding commitments for funds or HC will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.

(5) For all funding programs outlined in this rule chapter, if an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, title 67, F.A.C., or applicable loan documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of

the Corporation's programs until such time as all of their existing Developments participating in any Corporation programs are in compliance.

(6) For all funding programs outlined in this rule chapter, the name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(7) For all funding programs outlined in this rule chapter, if the Applicant or any Principal, Financial Beneficiary or Affiliate of the Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of the Review Committee's recommendations, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendations, any tentative funding or allocation for the Application and any other Application submitted by the same Applicant and any Principal, Financial Beneficiary or Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Principals, Financial Beneficiaries or Affiliates will be ineligible for funding or allocation in any program administered by the Corporation in accordance with the procedure set forth in subsection (2), above.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5087(6)(c), 420.5089, 420.5089(6), 420.5099, 420.5099(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.004, Amended 4-7-98, 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, 7-11-19, \_\_\_\_\_.

#### 67-48.007 Fees.

The Corporation, the Credit Underwriter or the environmental provider shall collect via check, money order, or as otherwise provided in a competitive solicitation the following non-refundable fees and charges in conjunction with the SAIL, HOME, HC, and EHCL Programs, as outlined in the competitive solicitation, the invitation to enter credit underwriting, the Preliminary Allocation, the preliminary commitment, the firm commitment, the Binding Commitment, the Carryover Allocation Agreement, or this rule chapter, as applicable:

- (1) Application fee.
- (2) Credit Underwriting fees.
- (3) Administrative fees.

- (4) Commitment fees.
- (5) Compliance monitoring fees.
- (6) Loan servicing fees.
- (7) Construction inspection fees.
- (8) Financial monitoring fees.
- (9) Tax-exempt mortgage financing fees.
- (10) HUD environmental fees.
- (11) Qualified Contract Package fees.
- (12) Assumption/Renegotiation fees.
- (13) Loan closing extension fees.
- (14) Processing fees.
- (15) Preliminary Recommendation Letter (PRL) fee.

All of the fees set forth above with respect to the SAIL and EHCL Programs are part of Development Cost and can be included in the Development Cost pro forma and paid with SAIL and EHCL loan proceeds. Failure to pay any fee associated with any applicable loan program shall cause the firm loan commitment under any such loan program(s) to be terminated or shall constitute a default on the respective loan documents. Failure to pay any fee associated with a Housing Credit Allocation shall cause the Housing Credit Allocation to be rescinded. Where a Development has been awarded funding under a loan program(s) and a Housing Credit Allocation, failure to pay any fee associated with either the loan(s) or Housing Credits, or both, shall result in both the termination or default, as applicable, of the loan(s) and rescission of the Housing Credit Allocation.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.007, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, Amended 8-6-09, 11-22-11, 10-9-13, 10-8-14, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

#### 67-48.0072 Credit Underwriting and Loan Procedures.

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any competitive solicitation scoring and funding preference process, prior to the closing on funding, including the issuance of IRS Forms 8609 for Housing Credits. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended SAIL, EHCL, or HOME loan amount, Housing Credit allocation amount or a combined SAIL or HOME loan amount and Housing Credit Allocation amount,

if any; and for any Development that has rehabilitation with or without acquisition, a capital needs assessment ('CNA') prepared in accordance with generally accepted industry investment grade standards shall be ordered by the Credit Underwriter, and its findings shall be used to determine rehabilitation that will be carried out, including applicable energy, green, universal design and visitability features, and to set replacement reserves. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of rule chapter 67-48, F.A.C.

(1) After the Board's decision to select Applicants for funding as a result of a competitive solicitation process has become final action, the Corporation shall offer such Applicants an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development. For purposes of this section, a decision regarding an Applicant will become final action:

(a) If none of the Board's selections of Applicants for funding are challenged pursuant to section 120.57(3), F.S.;

(b) If some of the Board's selections of other Applicants for funding are challenged pursuant to section 120.57(3), F.S., but none of the challenges could impact the decision to select the Applicant for funding, or

(c) When the Board or Corporation issues a final order as a result of a challenge pursuant to section 120.57(3), F.S.

(2) For SAIL, EHCL, and HOME Applicants, the invitation to enter credit underwriting constitutes a preliminary commitment.

(3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the invitation. For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible Applications for the applicable competitive solicitation and any other funding where that list of eligible Applications will be used.

(4) If the invitation to enter credit underwriting is accepted:

(a) All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the invitation to enter credit underwriting. In addition:

1. Within seven (7) Calendar Days of the date of the invitation, Competitive HC Applicants shall submit the Preliminary Recommendation Letter (PRL) fee to the Credit Underwriter; and,

2. If requested by the Corporation, within 14 Calendar Days of the date of the invitation, Competitive HC, SAIL,

EHCL, and HOME Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation.

(b) For Competitive HC, SAIL, EHCL, and HOME Applicants, failure to submit the required credit underwriting fee or the HC PRL fee, as applicable, by the specified deadline shall result in withdrawal of the invitation. For HOME Applicants that apply and qualify as a Non-Profit entity, the Corporation shall bear the cost of the credit underwriting review, environmental review, and legal counsel. However, if the HOME commitment is canceled for failure to adhere to rule deadlines or for reasons within the Applicant's control, the Development will be responsible for reimbursing the Corporation for fees incurred for credit underwriting, environmental review processing, and legal counsel.

(c) For SAIL, EHCL, and HOME, the credit underwriting process must be completed within the time frame outlined in subsection 67-48.0072(21), F.A.C., below and the loan must close within the time frame outlined in subsection 67-48.0072(26), F.A.C., below.

(5) The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, Housing Credit Syndicator, General Contractor, and, if an ALF, the service provider(s), as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.

(6) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

(a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all affordable housing developments in which any party named above has been involved, if:

a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial

arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or

b. During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

(b) A negative recommendation may also result from the review of:

1. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, the General Contractor, and, for SAIL and HOME Applicants that have Housing Credits, the Housing Credit Syndicator, or

2. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

(7) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.

(8) The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.

(9) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.

(10) For Competitive HC, SAIL, and HOME Applicants, an appraisal report conforming to the Uniform Standards of Professional Appraisal Practice in effect at the time of the appraisal and reported in a comprehensive format, and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development type not later than completion of credit underwriting. The Credit Underwriter

shall review the appraisal to properly evaluate the development property's financial feasibility. Appraisals which have been ordered and submitted by third-party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove a SAIL or HOME loan, a Housing Credit Allocation, or a combined SAIL loan and Housing Credit Allocation or Housing Credit Allocation and HOME loan. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have:

(a) An average physical occupancy rate of 92 percent or greater; and,

(b) For Developments with new construction units, an average market rental rate, based on unit mix and annualized rent concessions, of 110 percent or greater of a 60 percent of Area Median Income rental rate.

(11) The proposed Development must demonstrate, based on current rates, that it can meet minimum 1.10x debt service coverage (DSC) requirements with all first and second mortgages for Housing Credits. If during the credit underwriting it is determined that there is no need for a first mortgage or any debt service payments then the proposed Development shall demonstrate the ability to achieve breakeven. In the case where an operating deficit reserve (ODR) is approved during credit underwriting, then the ODR can be used as income for purposes of this test. For SAIL and HOME, the minimum debt service coverage shall be 1.10x for the loan, including all superior mortgages. However, if the Applicant defers at least 35 percent of its Developer Fee following the last disbursement of all permanent sources of funding identified in the final credit underwriting report and, in the case of a Housing Credit Development, the final cost certification documentation, and when the primary expected source of repayment has been identified as projected cash flow, the minimum debt service coverage shall be 1.00, for the SAIL or HOME loan, including all superior mortgages. For SAIL, EHCL, and HOME, the maximum debt service coverage shall be 1.50x for the SAIL, EHCL, or HOME loan, including all superior mortgages. In extenuating circumstances, such as when the Development has deep or short term subsidy, the debt

service coverage may exceed 1.50x if the Credit Underwriter's favorable recommendation is supported by the projected cash flow analysis. Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) are not required to meet the debt service coverage standards if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the first and second mortgages.

(12) For Competitive HC, SAIL, and HOME, the Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and a CNA for rehabilitation units and review the Development's costs. If an EHCL Development has a General Contractor, the preceding requirement will also apply to the EHCL Development.

(13) For Competitive HC, SAIL, and HOME, in addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments. In the case of rehabilitation, with or without acquisition, the greater of \$300 per unit per annum or the amount identified in the CNA will be used.

(a) The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods:

1. New construction or Redevelopment Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the accumulation of five (5) years of replacement reserves per unit, or

2. Preservation or Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction CNA report subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year.

(b) The amount established as a replacement reserve shall be adjusted based on a CNA prepared by an independent third-party, ordered by a first mortgage lender, third-party credit enhancer or a Housing Credit Syndicator, received by the Corporation or its servicers, and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the Development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). A subsequent CNA, meeting the parameters of this section, is required no

later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter. If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third-party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other eligible items which can be identified in a competitive solicitation and/or such items that can be capitalized and depreciated over multiple years. An Applicant may choose to fund a portion of the replacement reserves at closing. Unless approved by the Corporation and the Credit Underwriter, the amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.

(14) For SAIL, EHCL, HOME, and Competitive HC, the Credit Underwriter may request additional information, but at a minimum for SAIL, EHCL, and HOME, the following will be required during the underwriting process:

(a) For credit enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the previous year's audited statements will be provided until the current statements are published or credit underwriting is complete. The audited statements may be waived if the credit enhancer's senior long term debt rating is at least "A3" by Moody's, or "A-" by Standard and Poor's or Fitch.

(b) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If financial statements that are either audited, compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter and the two most recent years' tax returns. If any of the applicable entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules. The financial statements and information provided for review should be in



satisfactory form and shall be reviewed in accordance with the terms and conditions of this rule chapter and any applicable competitive solicitation.

(c) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

(15) For SAIL and HOME, each general partner (whether individual or entity) or each manager/managing member (whether individual or entity), as applicable, of the Applicant shall provide a guarantee for completion of construction. In addition, one or more entities or individuals (other than a general partner or manager/managing member) having an ownership interest, either directly or indirectly, in the Applicant or in the general partner or managing member of the Applicant shall be required to provide guarantees or personal guarantees, as applicable, for completion of construction as recommended by the Credit Underwriter or as otherwise required by the Corporation. The Corporation shall consider the following when determining the need for additional construction completion guarantees based on the recommendations of the Credit underwriter:

(a) Liquidity of any guarantee provider.

(b) Applicant's, Developer's and General Contractor's history in successfully completing Developments of similar nature.

(c) The past performance of the Applicant, Developer, General Contractor or any other guarantee provider in developing or constructing Developments financed by the Corporation or its predecessor.

(d) Percentage of the Corporation's funds utilized compared to Total Development Costs.

If, after evaluation of paragraphs (a)-(d), above, by the Corporation and the Credit Underwriter, it is determined that additional surety is needed, the Applicant will be required to provide a letter of credit or payment and performance bond.

(16) For all Developments, the Developer Fee and General Contractor's fee shall be limited to:

(a) Unless otherwise provided in a competitive solicitation process, the Developer Fee shall be limited to 16 percent of Development Cost, excluding land and operating deficit reserves, except that, based upon criteria outlined in a competitive solicitation, a Developer Fee of up to 21 percent of Development Cost, excluding land and operating deficit reserves, shall be allowed if the proposed Development is

qualified for Competitive Housing Credits with a demographic commitment of Homeless or Persons with Special Needs. When the Developer Fee is limited to 21 percent of the Development Cost, an amount equal to up to 5 percent of Development Cost, inclusive of any amount in excess of 16 percent, must be placed in an operating subsidy reserve account to be held by the Corporation or its servicer. Any disbursements from said operating subsidy reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance in any operating deficit reserve (or similarly purposed) account may be drawn to pay down any outstanding Corporation loan debt, including loan fees, on the Development administered by the Corporation or its servicer. If there is no Corporation loan debt on the Development at the end of the Compliance Period, then any remaining balance in said operating subsidy reserve account shall be placed into either an operating subsidy reserve account or a replacement reserve account for the Development, which will have similar distribution restrictions as stated herein or in paragraph (b), below. In no event shall the remaining balance in said operating subsidy reserve account be paid to the Developer or General Contractor in an amount that would cause the Developer Fee or General Contractor fee to exceed the applicable percentage limitations provided herein and in paragraph (b), below. Amounts withdrawn from the reserve account will not be considered Development Cash Flow. In the event amounts withdrawn are to pay any deferred Development Costs, it can be done prior to the end of the Compliance Period, but no sooner than the end of the 13th year of the Compliance Period and only after the Corporation's Credit Underwriter confirms that said withdrawal does not negatively impact the Development through the remainder of the Compliance Period. Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees include payments for Application consultants, construction management or supervision, Local Government consultants and property acquisition brokerage fees when in excess of the appropriate limit. The maximum brokerage fees shall be limited to the lesser of \$300,000 or the applicable percent of the acquisition price, which shall be set at 4 percent when the acquisition price is \$5 million or less, 3 percent when the acquisition price is \$10 million or less, and 2 percent when the acquisition price is in excess of \$10 million.

To the extent there are any Housing Credits that are not sold to an investor(s) (and at the minimum price referenced in paragraph ~~67-48.0072(28)(h)~~ ~~67-48.0072(29)(h)~~, F.A.C.), in excess of 0.01 percent of the Applicant's Housing Credit Allocation, then it will be assumed those unsold Housing Credits are valued at the same price as those Housing Credits sold to an investor(s) and that total value will be considered to be part of the Developer Fee.

(b) The General Contractor’s fee shall be limited to a maximum of 14 percent of the actual construction cost.

(17) The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor’s budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor’s budget inclusive of the general requirement items related to construction costs identified in the final cost certification documentation;

(c) Secure building permits, issued in the name of the General Contractor;

(d) If deemed necessary by the Corporation and the Credit Underwriter in their evaluation of construction completion guarantees in subsection (15), above, secure a payment and performance bond whose terms do not adversely affect the Corporation’s interest, issued in the name of the General Contractor, from a company rated at least “A-” by AMBest & Co., or a Corporation-approved alternate security for the General Contractor’s performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least “Baa3” by Moody’s, or at least “BBB-” by Standard & Poor’s or Fitch, or a financial rating of at least 175 by IDC Financial Publishing;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;

(f) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor;

(g) For Developments with a Development category of new construction, unless otherwise approved by the Board for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor);

1. Contracted to deliver the building shell of a building of less than five (5) stories which may not have more than 25 percent of the construction cost in a subcontract, unless otherwise approved by the Board for specific Development; or

2. Contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board Corporation for a specific Development;

~~or, A subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor)~~

3. Contracted to deliver the building shell of a Development located in the Florida Keys Area, which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board Corporation for a specific Development.

With regard to said approval, the ~~Board Corporation~~ shall ~~require an analysis from the Credit Underwriter and~~ consider the facts and circumstances of each Applicant’s request, inclusive of construction costs and the General Contractor’s fees. For purposes of ~~this~~ paragraph (g), “Affiliate” has the meaning given in subsection 67-48.002(5), F.A.C., except that the term “Applicant” therein shall mean “subcontractor”;

(h) For Developments with a Development category of Rehabilitation or Substantial Rehabilitation, unless otherwise approved by the Board for a specific Development, ensure that not more than 20 percent of the construction cost, not to include the General Contractor fee or pass-through fees paid by the General Contractor, is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor) contracted to perform work on both the HVAC and electrical components of a building of at least seven (7) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall require an analysis from the Credit Underwriter and consider the facts and circumstances of each Applicant’s request, inclusive of construction costs and the General Contractor’s fees. For purposes of this paragraph, “Affiliate” has the meaning given in subsection 67-48.002(5), F.A.C., except that the term “Applicant” therein shall mean “subcontractor”; and,

~~(i)(h)~~ Ensure that no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer. For purposes of this paragraph, “Affiliate” has the meaning given it in subsection 67-48.002(5), F.A.C., except that the term “Applicant” therein shall mean “General Contractor.”

(18) For SAIL and HOME, the Credit Underwriter shall require an operating deficit guarantee. Upon written request of the guarantor(s) to the Corporation or its agent, the operating deficit guarantee will be released upon achievement of a 1.15x debt service coverage ratio for the combined permanent first mortgage and SAIL or HOME loan, as determined by the Corporation or its agent, and 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, all for a period equal to 12

consecutive months, all as certified by an independent Certified Public Accountant. The calculation of the debt service coverage ratio shall be made by the Corporation or its agent. The Credit Underwriter or servicer will determine whether all of the requirements described above have been met, including receipt, acceptance and verification of the documentation provided by the Certified Public Accountant, and will then submit a letter to the Corporation containing a positive or negative recommendation concerning the release of the operating deficit guarantee. If the Corporation's decision is to deny the release of the operating deficit guarantee, the Board shall consider the facts and circumstances of the Applicant's request and the Corporation's denial, and make a determination of whether to grant the requested release. Notwithstanding the above, the operating deficit guarantee shall not be released earlier than three (3) years following the issuance of a final certificate of occupancy or, in the event a final certificate of occupancy is not routinely provided by the applicable jurisdiction, such other information evidencing completion of the Development which is deemed acceptable to the Corporation. An operating deficit guarantee, to be released upon achievement of 1.00x debt service coverage for a minimum of six (6) consecutive months for the combined permanent first mortgage and SAIL or HOME loan will be required for Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the SAIL or HOME loan and all superior mortgages.

(19) Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Redevelopment and Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and no more than 5 percent of total general development costs (soft costs) for Rehabilitation, Moderate Rehabilitation, Substantial Rehabilitation, and Preservation may be included within the Total Development Cost for Application and underwriting purposes; however, in the event financing is obtained through a federal government rehabilitation program, a contingency reserve up to 20 percent may be utilized if required by the program. Contingency reserves shall not be paid from SAIL or HOME funds.

(20) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

(21) Information required by the Credit Underwriter shall be provided as follows:

(a) For SAIL, EHCL, and HOME Developments, the Corporation shall issue a firm loan commitment after approval of the Credit Underwriter's recommendation for funding by the Board.

(b) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, the firm loan commitment must be issued within twelve (12) months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to achieve issuance of a firm loan commitment by the specified deadline shall result in withdrawal of the preliminary commitment. Applicants may request one (1) extension of up to six (6) months to secure a firm loan commitment. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting the extension and shall detail the time frame to achieve a firm loan commitment. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. The Corporation shall charge a non-refundable extension fee of one (1) percent of each loan amount if the request to extend the credit underwriting and firm loan commitment process beyond the initial twelve (12) month deadline is approved. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original twelve (12) month deadline. If, by the end of the extension period, the Applicant has not received a firm loan commitment, then the preliminary commitment shall be withdrawn.

(c) For Competitive HC Developments, regardless of whether the HC is in conjunction with SAIL or HOME, all preliminary items required for the Credit Underwriter's preliminary HC allocation recommendation must be provided to the Credit Underwriter within 21 Calendar Days of the date of the invitation to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to submit the required credit underwriting information by the specified deadline shall result in withdrawal of the invitation to enter credit underwriting. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if

available, and make a determination of whether to grant the requested extension.

(22) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable. In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable, the Board shall consider the facts and circumstances of the Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of whether to grant the requested extension.

(23) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

(24) For SAIL, EHCL, and HOME, the Credit Underwriter's loan recommendations will be sent to the Board for approval.

(25) For SAIL, EHCL, and HOME, the Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.

(26) For SAIL, EHCL, and HOME, unless stated otherwise in a competitive solicitation, these Corporation loans and other mortgage loans related to the Development must close within 120 Calendar Days of the date of the firm loan commitment(s),

unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days of the firm loan commitment(s). Unless an extension is approved by the Board, failure to close the loan(s) by the specified deadline outlined above shall result in the firm loan commitment(s) being deemed void and the funds shall be de-obligated. Applicants may request one (1) extension of the loan closing deadline outlined above for a term of up to 90 Calendar Days. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term and any credit underwriting report, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one (1) percent of each Corporation loan amount if the Board approves the request to extend the loan closing deadline beyond the applicable 120 Calendar Day or 180 Calendar Day period outlined above. If an approved extension is utilized, Applicants must pay the extension fee not later than seven (7) Calendar Days after the original loan closing deadline. In the event the Corporation loan(s) does not close by the end of the extension period, the firm loan commitment(s) shall be deemed void and the funds shall be de-obligated.

(27) Prior to any loan closing:

(a) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel; and,

(b) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

(28) For Competitive Housing Credits, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(a) The Credit Underwriter, in determining the amount of Housing Credits a Development is eligible for when using the qualified basis calculation, shall use a Housing Credit percentage of:

1. Unless otherwise stated in a competitive solicitation, twenty (20) basis points over the percentage as of the date of invitation to enter credit underwriting when the actual percentage exceeds the minimum of 9 percent for 9 percent credits for new construction and Rehabilitation Developments unless the Applicant has previously locked-in the percentage at a different rate, in which case the Credit Underwriter shall use the locked-in Housing Credit percentage,

2. Fifteen (15) basis points over the percentage as of the date of invitation to enter credit underwriting up to 4 percent for

4 percent credits for acquisition and federally subsidized Developments, unless the Applicant has previously locked-in the percentage at a different rate, in which case the Credit Underwriter shall use the locked-in Housing Credit percentage.

(b) Costs such as syndication fees cannot be included in eligible basis. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer Fee. Consulting fees cannot cause the Developer Fee to exceed the maximum allowable fee as set forth in subsection 67-48.0072(16), F.A.C.

(c) All contracts for hard or soft Development Costs must be itemized for each cost component.

(d) The allocation amount for acquisition Housing Credits shall be limited to the lesser of the sale price or the appraised value of the building(s).

(e) If the Credit Underwriter is to recommend a Competitive Housing Credit Allocation, the recommendation will be the lesser of:

1. The qualified basis calculation result,
2. The gap calculation result, or
3. The Housing Credit award considered in the Application.

During the credit underwriting process and as a part of the final cost certification process, the Development will be subjected to the Total Development Cost per unit limitation test as outlined in a competitive solicitation.

(f) As part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2) of the IRC, the Corporation shall utilize the greater of:

1. The actual percentage of the Applicant's Housing Credit Allocation being sold to the Housing Credit Syndicator/direct investor(s), or
2. 99.99 percent of the Applicant's Housing Credit Allocation.

The actual percentage of the Applicant's Housing Credit Allocation being sold must be equal to or less than the percentage of ownership interest held by the limited partner (inclusive of any special limited partner) or member. In addition, the price of the Housing Credits being sold must reflect a market rate value at a minimum or one will be utilized when determining a recommendation for the amount of the Housing Credit Allocation using the gap calculation.

(g) When utilizing the gap calculation in determining a recommendation for the amount of the Housing Credit Allocation as part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2) of the IRC, the Credit Underwriter shall assume a first mortgage loan amount from a non-governmental agency (i.e., a traditional first mortgage lender) to be the greater of:

1. The actual amount committed to the Development, or

2. The amount of the proposed Development's minimum qualifying first mortgage as determined herein. The Development's minimum qualifying first mortgage shall be the lesser of a. or b. as follows:

a. An amount that yields a debt service coverage ratio of 1.25x based on the pro forma for the proposed Development's 15th year given an annual rate of increase for revenues of the lesser of 2 percent or the annual rate of increase utilized in credit underwriting, along with an annual rate of increase for operating expenses of the greater of 3 percent or the annual rate of increase utilized in credit underwriting, or

b. The greater of either:

(I) An amount that yields a debt service coverage ratio of 1.50x, or

(II) An amount that yields a net cash flow after debt service of \$1,000 per unit.

Both sub-sub-subparagraphs (I) and (II), above, are based on the pro forma for the proposed Development's initial year as presented in the final credit underwriting report.

With regard to subparagraph 2., above, unless otherwise stated in a competitive solicitation, the first mortgage shall be sized based on an interest rate equal to the actual interest rate of the actual first mortgage of the proposed Development, but no less than an interest rate floor of the greater of 7.0 percent or 325 basis points over the 10-year Treasury Rate as of the submission deadline for the applicable competitive solicitation and an interest rate ceiling of no greater than 100 basis points over said interest rate floor. The first mortgage shall be sized based on an amortization term equal to the greater of the actual amortization term of the actual first mortgage of the proposed Development or 30 years. The vacancy and collection factor for this calculation shall be the vacancy and collection factor in the credit underwriting report, but no less than 7 percent. If the resulting calculated minimum qualifying first mortgage is less than \$500,000, then the Development shall assume to have no minimum qualified first mortgage. This determination applies to any Development that did not qualify as a Homeless or Persons with Special Needs Demographic Development, which said Homeless or Persons with Special Needs Demographic Developments would only use its actual committed debt.

(h) When any Housing Credit Allocation is syndicated or sold directly to an investor, the Corporation will require that the net proceeds received on the sale of the Housing Credits be reflective of market rate pricing as depicted by the price per dollar of Housing Credit Allocation available to the Development. All Competitive Housing Credits not retained by the Applicant (up to an assumed maximum of 0.01 percent of the Housing Credit Allocation) must be sold directly or indirectly to an investor at market rate pricing. The amount of equity capital contributed by investors to an Applicant shall not be less than the amount generally contributed by investors to

similar Developments as determined by using sales of comparable Housing Credit Developments and the Corporation’s evaluation of market trends. As part of the final cost certification process set forth in subsection 67-48.023(5), F.A.C., the Applicant shall have documentation provided to the Corporation by the Housing Credit Syndicator (for Housing Credits that are syndicated) or by the Applicant (for any Housing Credits that are not syndicated) that details, for each Housing Credit investor (providing the name of the actual investor is optional), the following information:

1. The net dollar amount of funding provided to the Housing Credit Syndicator or the Applicant, as applicable, that will be passed along to the Applicant as Housing Credit equity; and,

2. The annual dollar amount of Housing Credit Allocation sold to each investor in exchange for the funding provided.

The Corporation will base all calculations of the minimum net syndication/investor proceeds available to the Development on the assumption that a minimum of 99.99 percent of the Housing Credit Allocation is being sold to raise equity capital. The Corporation will use the greater of:

a. The actual equity capital contributed to the Development, or

b. The required minimum equity capital contributed to the Development based on the criteria provided herein.

(29) If the Credit Underwriter recommends that Housing Credits be allocated to the Development, the Corporation shall determine the credit amount, if any, necessary to make the Development financially feasible and viable throughout the Housing Credit Extended Use Period and shall issue a Preliminary Allocation certificate. If the Credit Underwriter recommends that no credits be allocated to the Development and the Executive Director accepts the recommendation, the Applicant shall be notified that no Housing Credits will be allocated to the Development. All contingencies required in the Preliminary Allocation shall be met or satisfied by the Applicant within 45 Calendar Days from the date of issuance or as otherwise indicated on the certificate.

(30) For Competitive HC, the credit underwriting report must be finalized no later than the deadline provided in the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned to the Corporation.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History—New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.0075 Miscellaneous Criteria.

(1) In addition to the alteration, improvement or modification of an existing structure, Rehabilitation or Preservation with respect to the HOME Program and

Rehabilitation or Preservation with respect to the Housing Credit Program also includes:

(a) For HOME Developments, moving an existing structure to a foundation constructed with HOME funds. Rehabilitation may include adding rooms outside the existing walls of a structure, but adding a housing unit is considered new construction.

(b) For Competitive Housing Credit Developments, what is stated in Section 42(e) of the IRC, except that the following is substituted for Section 42(e)(3)(A)(ii)(II): “II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low-income units in the building, is \$25,000 or more.”

(2) For purposes of this rule chapter, in accordance with Section 42 of the IRC, a for-profit entity wholly owned by one or more qualified non-profit organizations will constitute a Non-Profit entity. The purpose of the Non-Profit must be, in part, to foster low-income housing and such purpose must be reflected in the Articles of Incorporation of the Non-Profit entity. A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the Land Use Restriction Agreement and the Extended Use Agreement.

(3) Total Development Cost includes the following:

(a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties, of which the total cost cannot exceed the appraised value of the real property as determined in the credit underwriting process.

(b) The cost of site preparation, demolition, and development.

(c) Any expenses relating to the issuance of tax-exempt bonds or taxable bonds related to the particular Development.

(d) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer Fee, and the Corporation. However, fees of the Applicant’s or Developer’s attorney(s) awarded in conjunction with litigation against the Corporation with respect to a Development shall not be included in Total Development Cost.

(e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.

(f) The cost of the construction, rehabilitation, and equipping of the Development.

(g) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether

such costs are paid in cash, property, or services. However, offsite improvements are not eligible to be paid with HOME funds.

(h) Expenses in connection with initial occupancy of the Development.

(i) Allowances for contingency reserves and any anticipated operating reserves as recommended by the Credit Underwriter and approved by the Corporation.

(j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the Corporation's bonds, for the construction or Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation of the Development.

(4) In determining the income standards of Eligible Persons for its various programs, the Corporation shall take into account the following factors:

- (a) Requirements mandated by federal law;
- (b) Variations in circumstances in the different areas of the state;
- (c) Whether the determination is for rental housing; and
- (d) The need for family size adjustments to accomplish the purposes set forth in this rule chapter.

With respect to the HC Program, an Eligible Person shall mean a Family having a combined income which meets the income eligibility requirements of the HC Program and Section 42 of the IRC.

(5) Financial Beneficiary and Affiliate, as defined in rule 67-48.002, F.A.C., do not include third-party lenders, third-party management agents or companies, third-party service providers, Housing Credit Syndicators, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in rule 67-48.0072, F.A.C.

(6) For computing any period of time allowed by this rule chapter, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(7) The Corporation must approve, pursuant to rule chapter 67-53, F.A.C., the Applicant's selection of a management company prior to such company assuming responsibility for the Development. The owner of a Development must notify the Corporation of an intended change in the management company prior to such company assuming responsibility for the Development. A key management company representative must attend a Corporation-sponsored training workshop on certification and compliance procedures prior to the leasing of any units in the Development.

(8) Unless otherwise stated in a competitive solicitation, disclosure of the Principals of the Applicant must comply with the following:

(a) The Applicant must disclose all of the Principals of the Applicant (first principal disclosure level). For Applicants seeking Housing Credits, the Housing Credit Syndicator/Housing Credit investor need only be disclosed at the first principal disclosure level and no other disclosure is required;

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level);

(c) The Applicant must disclose all of the Principals of all of the entities identified in paragraph (b) above (third principal disclosure level). Unless the entity is a trust, all of the Principals must be natural persons; and

(d) If any of the entities identified in (c) above are a trust, the Applicant must disclose all of the Principals of the trust (fourth principal disclosure level), all of whom must be natural persons.

(9) Unless otherwise stated in a competitive solicitation, disclosure of the Principals of each Developer must comply with the following:

(a) The Applicant must disclose all of the Principals of the Developer (first principal disclosure level); and

(b) The Applicant must disclose all of the Principals of all the entities identified in paragraph (a) above (second principal disclosure level).

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History—New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, 7-11-19, Repromulgated

PART II STATE APARTMENT INCENTIVE LOAN PROGRAM

67-48.009 SAIL General Program Procedures and Restrictions.

(1) Loans shall be in an amount not to exceed 25 percent of the Total Development Cost except as described in subsections (2) and (3), below, or the minimum amount required to make the Development economically feasible, whichever is less, as determined by the Credit Underwriter.

(2) The following types of Sponsors are eligible to apply for loans in excess of 25 percent of Total Development Cost pursuant to section 420.507(22), F.S.:

(a) Non-Profit and public Sponsors which are able to secure grants, donations of land, or contributions from other sources collectively totaling at least 10 percent of Total Development Cost; and,

(b) Sponsors that set aside at least 80 percent of their total units for residents qualifying as Farmworkers as defined in section 420.503, F.S., Commercial Fishing Workers as defined in section 420.503, F.S., or the Homeless as defined in section 420.621, F.S., or Persons with Special Needs as defined in section 420.0004(13), F.S., over the life of the loan.

(3) Unless stated otherwise in any competitive solicitation, the following types of Sponsors are eligible to apply for loans that do not exceed 35 percent of Total Development Cost for proposed Developments serving the Family or Elderly demographic categories, as well as those serving the Homeless, Farmworker, Commercial Fishing Worker, or Persons with Special Needs demographic categories that do not meet the criteria outlined in subsection (2), above:

(a) Applicants requesting both SAIL and Competitive HC that commit to set aside more than 10 percent of the total units for ELI Households; and,

(b) Applicants requesting SAIL without Competitive HC that commit to set aside at least 5 percent of the total units for ELI Households.

(4) At a minimum, the percentage of set-aside units committed to in the Application must be held for Very Low-Income persons or households for a period of time equal to the greater of the following:

(a) The term of the SAIL loan, or

(b) 12 years from the date the first residential unit is occupied, or

(c) Such longer term agreed to by the Applicant in the Application.

The set-aside requirements apply to the total number of residential units in the Development beginning on the later of the first day on which any residential unit in the Development is occupied or the SAIL loan closing date. For a period of 12 months beginning on the SAIL loan closing date (the “transition period”), the failure to satisfy the set-aside requirements shall not cause noncompliance.

(5) Unless otherwise permitted in a competitive solicitation process, an Applicant is not eligible to apply for SAIL Program funding if any of the following pertain:

(a) Construction or construction-permanent financing of the costs associated with construction, Moderate Rehabilitation or Substantial Rehabilitation of the Development, including tax-exempt bonds or conventional financing with conversion clauses, has closed or will close prior to the date of the preliminary commitment for the applicable SAIL funding.

(b) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless:

1. The Applicant is also applying for Corporation-issued tax exempt bonds or provides evidence of a non-Corporation-issued tax exempt bond commitment, or

2. Written notice has been provided to the Corporation prior to the deadline to apply for the applicable SAIL funding withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding.

(c) A preliminary commitment of funding for the proposed Development through the SAIL Program or the HOME Program has already been accepted, unless written notice has been provided to the Corporation prior to the deadline to apply for the new SAIL funding withdrawing such acceptance and returning the prior SAIL Program or HOME Program funding.

(d) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of the following exceptions applies:

1. A LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program, or

2. A LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the deadline to apply for the applicable SAIL funding, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Acquisition and Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Preservation, or Acquisition and Preservation.

(6) Unless stated otherwise in a competitive solicitation, the SAIL Minimum Set-Aside Requirement is:

(a) 20 percent of the SAIL Development’s units set-aside for residents with annual household incomes at or below 50 percent of the area, metropolitan statistical area (“MSA”) or state or county median income, whichever is higher, adjusted for family size, or

(b) 40 percent of the SAIL Development’s units set-aside for residents with annual household incomes at or below 60 percent of the area, MSA or state or county median income, whichever is higher, adjusted for family size. Sponsors of SAIL-funded Developments shall have the option of selecting this minimum set-aside only if the SAIL Development is scheduled to be assisted with Housing Credits, in addition to the SAIL loan.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.009, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, Repromulgated 7-11-19, \_\_\_\_\_.



## 67-48.0095 Additional SAIL Selection Procedures.

(1) Subject to the provisions of section 420.507(48), F.S., during the first six (6) months following the publication date of the first Notice of Funding Availability published in any year within the state of Florida, SAIL funds shall be allocated in accordance with the ranking and selection process set forth in the applicable competitive solicitation and based upon the requirements specified in section 420.5087(3), F.S., which specifies the required funding within the five (5) demographic categories of:

- (a) Family;
- (b) Elderly;
- (c) Homeless;
- (d) Commercial Fishing Workers and Farmworkers; and,
- (e) Persons with Special Needs.

(2) 10 percent of the funds for Developments in the Elderly category shall be made available for the EHCL Program to provide loans to Sponsors of housing for the Elderly for the purpose of making life-safety or security-related repairs or improvements to such housing which are required by federal, state or local regulation, as further specified in section 420.5087, F.S., and this rule chapter.

(3) The Corporation shall make available tentative loan amounts to Applicants in each demographic and geographic category, up to the total amount available.

(4) In the event that the 10 percent of program funds required to be allocated to counties with a population of 100,000 or less remains unallocated at the conclusion of a competitive solicitation, the unallocated funds shall be equitably distributed pursuant to Board approval.

(5) Selection for SAIL Program participation is contingent upon fund availability at the conclusion of the appeals process as set forth in rule 67-60.009, F.A.C.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 9I-48.0095, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

## 67-48.010 Terms and Conditions of SAIL Loans.

(1) The proceeds of all SAIL loans shall be used for new construction or rehabilitation which creates or preserves affordable, safe and sanitary multifamily rental housing units.

(2) The SAIL loan may be in a first, second, or other subordinated lien position. For purposes of this rule, mortgages securing a letter of credit as credit enhancement for the bonds financing the first mortgage shall be considered a contingent liability and part of the first mortgage lien, provided that the Applicant's counsel furnishes an opinion regarding the

contingent nature of such mortgage satisfactory to the Corporation and its counsel.

(3) The loans shall be non-amortizing and shall have interest rates as provided in section 420.507(22), F.S., and specified in an applicable competitive solicitation.

(4) Except as provided in section 420.5087(5), F.S., the amount of any superior mortgages combined with the SAIL mortgage shall be less than the appraised value of the Development. Any debt service reserve requirement associated with a superior mortgage shall be excluded from the amount of the superior mortgage for purposes of this calculation.

(5) Payment on the loans shall be based upon the Development Cash Flow, as determined pursuant to the financial reporting requirements as provided in a competitive solicitation, or shall be due annually as determined by the Corporation's Board of Directors. Such determination by the Board shall be based upon a written recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation's repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or Developer or any Affiliate of the Applicant or Developer, whether paid directly or indirectly, which was not expressly disclosed in determining the annual debt service coverage in the Board approved final credit underwriting report, with the exception of payment of the Developer Fee allowable to maximum of 20 percent per year, will be added back to the amount of cash available for the SAIL loan interest payment, pursuant to the financial reporting process, for the purpose of determining interest due. Interest may be deferred as set forth in subsection 67-48.010(8), F.A.C., without constituting a default on the loan.

(6) The loans described in subsection 67-48.010(3), F.A.C., above, shall be repaid from Development Cash Flow, and if the SAIL loan is not a first mortgage loan, each year, subject to the provisions of subsection 67-48.010(8), F.A.C., below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) All superior mortgage fees and debt service as calculated and disclosed in the Board approved final credit underwriting report;

(b) Development Expenses for the SAIL Development, plus up to 20 percent of total Developer Fees per year;

(c) Interest payment on SAIL loan balance equal to the percentage specified in the applicable competitive solicitation over the life of the SAIL loan;

(d) Interest payments on the SAIL loan deferred from previous years; and

(e) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(7) If the SAIL loan is secured by a first mortgage lien, each year, subject to the provisions of subsection 67-48.010(8), F.A.C., below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) First mortgage fees and interest payment on the SAIL loan balance equal to the percentage specified in the applicable competitive solicitation over the life of the SAIL loan;

(b) Development Expenses on the SAIL Development plus up to 20 percent of total Developer Fees per year;

(c) Interest payments on the SAIL loan deferred from previous years; and

(d) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(8) The determination of lien position, determination of Development Cash Flow, determination of payment priorities, and payment of interest on SAIL loans shall occur annually. A change in lien position from subordinate to first changes payment priorities. Any payments of accrued and unpaid interest due annually on SAIL loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this rule chapter. If Development Cash Flow is under-reported and such report causes a deferral of SAIL interest, such under-reporting shall constitute an event of default on the SAIL loan. A penalty of 5 percent of any required payment shall be assessed.

(a) By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term, the Applicant shall provide the Corporation's servicer with audited financial statements and a certification detailing the information needed to determine the annual payment to be made. However, this certification requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. In the case where the SAIL Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the SAIL loan closing is observed. The certification shall require submission of audited financial statements, the fully completed and executed annual reporting form, Financial Reporting Form SR-1, (Rev. 05-14), and any other financial reporting requirements as provided in a competitive solicitation. The Form SR-1, which is incorporated by reference and available from <http://www.flrules.org/Gateway/reference.asp?No=Ref-10765>, shall be submitted to the Corporation's servicer in both PDF

format and in electronic form as a Microsoft Excel spreadsheet. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

1. Comparative Balance Sheet with prior year and current year balances,
2. Statement of revenue and expenses,
3. Statement of changes in fund balances or equity,
4. Statement of cash flows; and,
5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term. If the Applicant has not submitted the required audited financial statements, the Corporation servicer shall deem the Development Cash Flow sufficient and issue a billing for interest due on the SAIL loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end. After receipt of the audited financial statements, the Corporation servicer shall issue revised billing, if necessary. Failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term shall constitute an event of default on the SAIL loan. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

For SAIL loans applied for prior to February 22, 2001, the Corporation will extend the annual filing deadline for submission of the audited financial statements and certification detailing the information needed to determine the annual payment to be made, pursuant to subsection 67-48.010(8), F.A.C., to May 31 of each year of the SAIL loan term. The Corporation servicer shall issue a billing for interest due on the SAIL loan for the immediately preceding calendar year by July 31 of each calendar year of the SAIL loan. In addition, for SAIL loans applied for prior to December 23, 1996, so long as the executed loan agreements contain a provision to assess a late fee for failure to provide the audited financial statement and certification detailing the information needed to determine the annual payment due, such fee will be assessed by the Corporation as outlined above.

(b) The Corporation servicer shall issue a billing for interest due on the SAIL loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term.

(c) The Applicant shall remit the interest due to the Corporation servicer no later than 243 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term. The first payment of SAIL interest will be due no later than 243 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. The first payment of interest shall include all interest for the period which begins accruing on the date of the first Draw and ends on the date of the Applicant's fiscal year end of the fiscal year during which the first unit is occupied.

(9) After maturity or acceleration, the Note shall bear interest at its default interest rate, as provided therein, from the due date until paid. Unless the Corporation has accelerated the SAIL loan, the Applicant shall pay the Corporation a late charge of 5 percent of any required payment that is not received by the Corporation within 15 days of the due date.

(10) The final billing for the purpose of payoff of the SAIL loan shall also include a billing for compliance fees to cover monitoring of SAIL Program requirements beyond the maturity date of the Note. Such fees shall be computed by determining the present value of the annual compliance monitoring fee for the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The applicable present value discount rate will be determined by the rule in effect at the time of the SAIL loan payoff. Such amount shall be reduced by the amount of any compliance monitoring fees for other programs collected by the Corporation for the Development for the period, provided:

(a) The compliance monitoring fee covers some or all of the period following the anticipated SAIL loan repayment date; and

(b) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another Corporation program for which the compliance monitoring fee was collected.

(11) The SAIL loans shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.

(12) The Corporation shall monitor compliance of all terms and conditions of the SAIL loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the SAIL loan shall constitute a default during the term of the SAIL loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units for Very Low-

Income persons or households is discovered during the course of compliance monitoring or by any other means.

(13) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance as required by the terms and conditions outlined in a competitive solicitation.

(14) The SAIL loan term shall be for a period of not more than 15 years. However, if both a SAIL loan and federal Housing Credits are to be used to assist a Development, the Corporation may set the SAIL loan term for a period commensurate with the investment requirements associated with the Housing Credit syndication. The term of the loan may also exceed 15 years if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgagee, in which case the term may be made coterminous with the longest term of the superior loan.

(15) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the SAIL mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified in writing of any such change.

Following construction completion, the Corporation will recommend that the Board deny any requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance, the following calculation shall be used: divide the amount of the original SAIL mortgage by the combined amount of the original SAIL mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance. For example, if the amount of the original SAIL mortgage is \$2,000,000, the original superior mortgage is \$4,400,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, then the amount of the increase in the superior mortgage would be \$2,000,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance would be \$625,000. This \$625,000 would be applied first to accrued interest and then to principal.

(16) All SAIL loans shall be in conformance with applicable federal and state statutes. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100.

(17) Rent controls are determined in a manner consistent with Section 42(g)(2) of the IRC. The gross monthly rent shall not exceed 30 percent of the imputed income limitation applicable to such unit as committed to by the Applicant in its Application.

(18) The documents creating, evidencing or securing each SAIL loan must provide that any violation of the terms and conditions described in rule chapter 67-48, F.A.C., any competitive solicitation, or both, constitutes a default under the SAIL loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

(19) A failure to pay any principal or interest due under the terms of this section shall constitute a default on the SAIL loan.

(20) If, after a four-month rent-up period commencing after issuance of the last certificate of occupancy on the units, an Applicant is unable to meet the agreed-upon demographic commitment for Elderly, Homeless, Persons with Special Needs, Farmworker or Commercial Fishing Worker, the Applicant may request to rent such units to Very Low-Income persons or households without demographic restriction.

(a) The written request must provide documentation of marketing efforts implemented over the past four-month period which demonstrate the inclusion of sources of potential residents, advertising to be used, other means of encouraging residents to rent at the Development, and priority to the original targeted group of residents. If the Corporation determines that prior marketing efforts were insufficient, a revised plan which is satisfactory to the Corporation must be submitted and implemented for a four-month period prior to reconsideration.

(b) The Corporation will recommend that the Board require that Applicants provide additional amenities or resident programs suitable for the proposed resident population.

(c) The Corporation will recommend that the Board require that Applicants to modify loan documents to conform to the terms and conditions, including the interest rate, as outlined in the competitive solicitation, or to accelerate payments of SAIL loan principal or interest.

(21) Failure to provide the Corporation and its servicer with any financial reporting required in a competitive solicitation detailing the information needed to determine the annual payment to be made pursuant to this rule chapter shall constitute a default on the SAIL loan.

(22) For SAIL loans applied for prior to March 17, 2002, at the borrower's request, the Corporation will include up to 20

percent of total Developer Fees per year as a Development Expense when calculating the interest due on the SAIL loan for the 2003 calendar year for the billing issued in 2004 and for the billing for interest due each calendar year thereafter. Development Expense will not include Developer Fees for determination of payment of interest on SAIL loans applied for prior to March 17, 2002 for the 2002 calendar year or any previous calendar year. For purposes in this paragraph, Development Expense has the same meaning as Project Expense and Eligible Project Expense as those terms are used in SAIL loans applied for prior to March 17, 2002.

(23) The Compliance Period for a SAIL Development shall be, at a minimum, a period of time equal to the greater of:

(a) The term of the loan,

(b) 12 years from the date the first residential unit is occupied, or

(c) Such longer period agreed to by the Applicant in the Application.

The set-aside requirements apply to the total number of residential units in the Development beginning on the later of the first day on which any residential unit in the Development is occupied or the SAIL loan closing date. For a period of 12 months beginning on the SAIL loan closing date (the "transition period"), the failure to satisfy the set-aside requirements shall not cause noncompliance.

(24) Unless and until a guarantor's obligations for a SAIL loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c), below, as the Corporation or its servicer may reasonably request.

(a) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

1. Comparative Balance Sheet with prior year and current year balances,
2. Statement of revenue and expenses,
3. Statement of changes in fund balances or equity,
4. Statement of cash flows; and,
5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

(b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year, or

(c) For individual guarantors, if an audited financial statement is not available a financial statement certified as true

and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

(25) Any SAIL Applicant from SAIL Application cycles with non-amortizing loans at 9 percent simple interest per annum with payments based on Development Cash Flow pursuant to the applicable cycle rule, may submit a written renegotiation request to the Corporation to modify their SAIL loan interest rate going forward from 9 percent simple interest per annum to 3 percent simple interest per annum with payments based on Development Cash Flow pursuant to subsections 67-48.010(5)-(10), F.A.C., in exchange for providing a payment to the Corporation of the deferred interest based on an accrual rate of 3 percent simple interest per annum in no more than five (5) equal annual installments but in no event shall it be later than the maturity date of the loan. Payments made from Development Cash Flow, shall be included as Development Expenses as stated in paragraph 67-48.010(6)(b), F.A.C. All loan renegotiation requests must be submitted in writing to the Director of Special Assets. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in the most current competitive solicitation. The Corporation shall not proceed with the request until the Applicant or Developer has satisfied any financial obligations for which the Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.010, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19, Repromulgated.

67-48.0105 Sale, Transfer or Refinancing of a SAIL Development.

(1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(2) The SAIL loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the SAIL loan for the period originally specified or longer; and,

(c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee of one-tenth of one percent of the SAIL loan principal amount. The applicable fee will be determined by the rule in effect at the time of the assumption request.

(3) If the SAIL loan is not assumed since the buyer does not meet the criteria for assumption of the SAIL loan, the SAIL loan (principal and any outstanding interest) shall be repaid from the proceeds of the sale in the following order of priority:

(a) First mortgage debt service, first mortgage fees;

(b) SAIL compliance and loan servicing fees;

(c) An amount equal to the present value of the compliance monitoring fee for the periods for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development for that period, provided:

1. The compliance monitoring fee covers some or all of the period following the anticipated SAIL repayment date; and,

2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.

(d) Unpaid principal balance of the SAIL loan;

(e) Any interest due on the SAIL loan;

(f) Expenses of the sale;

(g) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(f), above, the SAIL loan shall not be satisfied until the Corporation has received:

1. An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and consistent with existing market conditions,

2. A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement, and that the Development Cash Flow reported to the Corporation during the term of the SAIL loan was true and accurate,

3. A certification from the Applicant that there are no Development funds available to repay the SAIL loan, including any interest due, and the Applicant knows of no source from

which funds could or would be forthcoming to pay the SAIL loan; and,

4. A certification from the Applicant detailing the information needed to determine the final billing for SAIL loan interest. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.

(4) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:

(a) Performance of the Applicant during the SAIL loan term;

(b) Availability of similar housing stock for the target population in the area;

(c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;

(d) A plan for the repayment of the loan at the new maturity date;

(e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and,

(f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee of one-half of one percent of the SAIL loan principal amount. The applicable fee will be determined by the rule in effect at the time of the renegotiation request. All loan extension requests must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of one-tenth of one percent of the SAIL loan principal amount. The applicable fee will be determined by the rule in effect at the time of the extension request.

(5) The Corporation will recommend that the Board approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

(6) The Corporation will recommend that the Board deny any requests for mortgage loan refinancing which require extension of the SAIL loan term or otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development,

or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Corporation will recommend that the Board limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Corporation will recommend that the Board deny any requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.010(15), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance.

All requests which only require subordination of the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated. The applicable fee will be determined by the rule in effect at the time of the subordination request.

All requests which only require extension of the affordability period under the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of \$1,000 for each extension of the regulatory agreement. The applicable fee will be determined by the rule in effect at the time of the extension request.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 9I-48.0105, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, Repromulgated 2-7-05, Amended 1-29-06, 4-1-07, Repromulgated 3-30-08, Amended 8-6-09, Repromulgated 11-22-11, Amended 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, Repromulgated 7-11-19,\_\_\_\_\_.

67-48.013 SAIL Construction Disbursements and Permanent Loan Servicing.

(1) SAIL loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the SAIL loan to the Total Development Cost, unless approved by the Corporation and the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to

be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.

(3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw.

(4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.

(5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if:

(a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents, or

(b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.

(6) The servicer may request submission of revised construction budgets.

(7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.

(8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the SAIL loan agreement.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.013, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended 10-9-13, Repromulgated 10-8-14, Amended 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

### PART III HOME INVESTMENT PARTNERSHIPS PROGRAM

67-48.014 HOME General Program Procedures and Restrictions.

(1) Unless otherwise provided in a competitive solicitation, the Corporation shall utilize up to 10 percent of the HOME allocation for administrative costs pursuant to 24 CFR Part 92.

(2) The Corporation shall utilize at least 15 percent of the HOME allocation for CHDOs pursuant to 24 CFR Part 92. In order to apply under the CHDO set-aside, the CHDO must meet all CHDO requirements as defined by HUD in 24 CFR Part 92 and other Corporation requirements identified in a competitive solicitation.

(3) For any rental funding administered pursuant to rule chapter 67-48, F.A.C., the Corporation will distribute funds as provided in the applicable competitive solicitation.

(4) The maximum per-unit subsidy amount of HOME funds that the Corporation shall invest on a per-unit basis in affordable housing shall not exceed the per-unit dollar limits established by the Corporation as identified in the applicable competitive solicitation.

(5) The minimum amount of HOME funds that must be invested in a Rental Development is \$1,000 times the number of HOME-Assisted Units in the Development.

(6) A Development qualifies as affordable housing and for HOME funds if, with respect to income and occupancy:

(a) 80 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 60 percent of the median family income for the area, as determined by HUD, with adjustments for family size; and,

(b) 20 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD, with adjustments for family size.

(c) When the income of a resident increases above 80 percent of area median income, the next unit that becomes available in the Development must be rented to a HOME income-eligible resident. If the income of a Very Low-Income household increases above the limits for a Very Low-Income household, then the Developer must rent the next available unit to a Very Low-Income household. The amount of rent the resident whose income has increased must pay is the lesser of the amount payable by resident under state or local law or 30 percent of the adjusted monthly income for rent and utilities.

(d) High HOME rent means 80 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs) or rents that are 30 percent of the gross income of a Family at 65

percent of median income limit, minus utility allowance. Low HOME rent means 20 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs), or 30 percent of the gross income of a Family at 50 percent of the area median income, minus utility allowance. The rent limits for a HOME Rent-Restricted Unit is the maximum gross rent that can be charged for a HOME Rent-Restricted Unit (FMRs, 30 percent of the gross income of a family at 65 percent of median income, or 30 percent of the gross income of a family at 50 percent of the area median income), less the applicable utility allowance. These rent limits are published in HUD periodically, HOME-Assisted Units with Section 8 subsidy must compare the Section 8 gross rent (resident rent, subsidy amount, and utility allowance) to the maximum applicable HOME high or low rent limit minus utilities. However, Developments with project-based rental assistance may utilize the project-based rents as compared to the HOME High and Low rents. Compliance with the HOME rent restrictions will take precedence over the Developer's acceptance of a full Section 8 (resident-based) subsidy for the HOME-Assisted Units. However, if a HOME Rent-Restricted Unit receives federal or state project-based rental subsidy and the Family's contribution toward rent does not exceed 30 percent of the Family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the federal or state project-based rental subsidy program.

(e) The minimum Compliance Period for Rehabilitation Developments is 15 years from Project Completion as defined in 24 CFR §92.2.

The set-aside requirements apply beginning on the later of the first day on which any residential unit in the Development is occupied or the HOME loan closing date. The Compliance Period will be extended until the later of such longer term agreed to by the Applicant in its Application or the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(f) The minimum Compliance Period for newly-constructed rental housing is 20 years from Project Completion as defined in 24 CFR §92.2. The set-aside requirements apply beginning on the later of the first day on which any residential unit in the Development is occupied or the HOME loan closing date. The Compliance Period will be extended until the later of such longer term agreed to by the Applicant in its Application or the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(g) The minimum percentage of HOME-Assisted Units within a Development must be at least equal to the percentage (ratio) calculated by dividing the HOME loan amount by the Total Development Cost. This percentage will be utilized to determine the minimum number of HOME-Assisted Units

required within a Development. HOME-Assisted Units must be identified at the time of Application. For purposes of meeting affordable housing requirements for a Development, the HOME-Assisted Units counted may be changed over the Compliance Period, so long as the total number of HOME-Assisted Units remains the same, and the substituted units are, at a minimum, comparable in terms of size, features, and number of bedrooms to the original HOME-Assisted Units.

(h) The Development will remain affordable, pursuant to commitments documented within the executed Land Use Restriction Agreement without regard to the term of the mortgage or to transfer of ownership.

(7) The Development must comply with all applicable provisions of 24 CFR Part 92, rule chapter 67-48, F.A.C., and any competitive solicitation process.

(8) A Development that is under construction may be eligible to apply for HOME funds only if the final building permit is dated no earlier than six (6) months prior to the submission deadline for the applicable competitive solicitation, the Development is able to provide evidence of compliance with federal labor standards (if 12 or more units are developed under a single contract) for any work already completed, and the Development is able to provide evidence of compliance with HUD environmental requirements as well as all other federal HOME regulations as listed in rule 67-48.014, F.A.C., and 24 CFR Part 92. The federal requirements may require completion of activities prior to submission of an Application for HOME funding.

(9) Any single contract for the development (rehabilitation or new construction) of affordable housing with 12 or more units under the HOME Program must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the United States Secretary of Labor pursuant to the Davis-Bacon Act, 40 U.S.C. §§3142 – 3144, 3146 and 3147 (2002), 24 CFR §92.354, 24 CFR Part 70 (volunteers), and 40 U.S.C. §3145 (2002), will be paid to all laborers and mechanics employed for the construction or rehabilitation of the Development, and such contracts must also be subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3701 – 3706 and 3708 (2002), the Copeland Act (Anti-Kickback Act), 40 U.S.C. §3145 (2002), and the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §201 et seq.).

(10) All HOME Developments must conform to the following federal requirements:

(a) Equal Opportunity and Fair Housing as enumerated in 24 CFR §92.202 and 92.251, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Fair Housing Act (42 U.S.C. §§3601-3619), Age Discrimination Act of 1975, as amended (42 U.S.C. §6101), Executive Order 11063 (amended by Executive Order 12259), and 24 CFR §5.105(a).



(b) Affirmative Marketing as enumerated in 24 CFR §92.351.

(c) Environmental Review as enumerated in 24 CFR §92.352, 24 CFR Part 58 and National Environmental Policy Act of 1969.

(d) Displacement, Relocation, and Acquisition as enumerated in 24 CFR §92.353, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§4201-4655), 49 CFR Part 24, 24 CFR Part 42 (Subpart C), and Section 104(d) "Barney Frank Amendments."

(e) Lead-based Paint as enumerated in 24 CFR §92.355 and 24 CFR Part 35.

(f) Conflict of Interest as enumerated in 24 CFR §92.356, 2 CFR §200.317 and 2 CFR §200.318.

(g) Debarment and Suspension as enumerated in 24 CFR Part 24.

(h) Handicapped Accessibility as enumerated in Section 504 of the Rehabilitation Act of 1973 (implemented in 24 CFR Part 8) and 24 CFR §100.205.

(i) Americans with Disabilities Act as enumerated in 42 U.S.C. §12131; and 47 U.S.C. §§155, 201, 218 and 225.

(j) Equal Opportunity Employment as enumerated in Executive Order 11246 (implemented in 41 CFR Part 60).

(k) Economic Opportunity for Low- and Very Low-Income Persons as implemented in 24 CFR Part 135.

(l) Minority/Women Employment as enumerated in 2 CFR §200.321 and Executive Orders 11625, 12432, and 12138.

(m) Site and Neighborhood Standards as enumerated in 24 CFR §92.202.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.014, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.015 Match Contribution Requirement for HOME Allocation.

(1) The Corporation is required by HUD to match non-federal funds to the HOME allocation as specified in 24 CFR Part 92.

(2) A Match Credit Fund funded by the state of Florida has been appropriated to the Corporation. The funds are to be used for demonstration Developments, pilot programs, or other Developments selected and approved by the Corporation's Board of Directors. Such pilot programs or Developments shall be counted as the Corporation's required match for HUD purposes and may be any eligible activity acceptable to 24 CFR Part 92 and approved by the Corporation's Board of Directors. Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(4) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.015, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04,

Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.017 Eligible HOME Activities.

HOME funds may be used for acquisition (must include new construction and/or Rehabilitation), new construction, reconstruction, or moderate or substantial rehabilitation of non-luxury housing with suitable amenities or for tenant based rental assistance pursuant to 24 CFR Part 92.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.017, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, Amended 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.018 Eligible HOME Applicants.

(1) Unless otherwise permitted in a competitive solicitation process, an Applicant is not eligible to apply for HOME Program funding if any of the following pertain to the proposed Development:

(a) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless written notice has been provided to the Corporation prior to the deadline to apply for the applicable HOME funding withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding;

(b) A preliminary commitment of funding for the proposed Development through the HOME Program or the SAIL Program has already been accepted, unless written notice has been provided to the Corporation prior to the deadline to apply for the new HOME funding withdrawing such acceptance and returning the prior HOME Program or SAIL Program funding; or

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of the following applies:

1. A LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program, or

2. A LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the deadline to apply for the applicable HOME funding, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation, Acquisition and Rehabilitation, Preservation or Acquisition and Preservation.

(2) Applicants for HOME loans may include CHDOs, Public Housing Authorities, Local Governments, Non-Profit organizations, and private for-profit organizations. The Applicant must be a legally-formed, existing entity at the time of Application. Pursuant to 24 CFR Part 92, Applicants may not request additional HOME funding during the period of affordability.

(3) For tenant based rental assistance, eligible Public Housing Authorities or their designees, who are Section Eight administrators, shall be limited to those Public Housing Authorities that provide a copy of their most recent Section Eight Management Assessment Program (SEMAP) and can demonstrate compliance with 24 CFR §982.401.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.018, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, Repromulgated 9-15-16, Amended 5-24-17, Repromulgated 7-8-18, Amended 7-11-19, Repromulgated \_\_\_\_\_.

67-48.019 Eligible and Ineligible HOME Development Costs.

(1) HOME funds may be used to pay for the following eligible costs as enumerated in 24 CFR Part 92:

(a) Development hard costs as they directly relate to the identified HOME-Assisted Units only for:

1. New construction, the costs necessary to meet all applicable local and state codes, ordinances, and zoning requirements. Note that 24 CFR §92.251 requires that HOME-Assisted new construction projects must meet state or local residential and building codes, as applicable or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council,

2. Rehabilitation, the costs necessary to meet all applicable local and state codes, ordinances, and requirements or, in the absence of a state or local building code, the International Existing Building Code of the International Code Council and Uniform Physical Condition Standards pursuant to 24 CFR 5.705,

3. Both new construction and rehabilitation, costs to demolish existing structures, improvements to the Development site and utility connections;

(b) The cost of acquiring improved or unimproved real property. A HOME Development and HOME loan that involves acquisition must include Rehabilitation or new construction in order to be an eligible Development.

(c) Soft costs as they relate to the identified HOME-Assisted Units. The costs must be reasonable, as determined by the Corporation and the Credit Underwriter, and associated with the financing, development, or both. These costs may include:

1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups,

2. Costs to process and settle the HOME financing for a Development, such as credit reports, fees for evidence of title, recordation, building permits, attorney fees, cost certifications, and estimates,

3. Developer’s and General Contractor’s fees as described in rule 67-48.0072, F.A.C.,

4. Impact fees,

5. Costs of Development audits required by the Corporation,

6. Affirmative marketing and fair housing costs,

7. Temporary relocation costs as required under 24 CFR Part 92.

(2) HOME funds shall not be used to pay for the following ineligible costs:

(a) Development reserve accounts for replacements, unanticipated increases in operating costs, or operating subsidies, except as described in 24 CFR §92.206(d)(5);

(b) Public housing;

(c) Administrative costs, or

(d) Any other expenses not allowed under 24 CFR Part 92.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.019, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, Amended 10-8-14, 9-15-16, Repromulgated 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

67-48.020 Terms and Conditions of Loans for HOME Rental Developments.

All HOME Rental Development loans shall be in compliance with the Act, 24 CFR Part 92 and, at a minimum, contain the following terms and conditions:

(1) The HOME loan may be in a first, second, or subordinated lien position. The term of the loan shall be for a minimum period of 15 years for Rehabilitation Developments and 20 years for new construction Developments. The term of the HOME loan may be extended upon the recommendation of the Credit Underwriter and approval by the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of the financial feasibility of the Development.

(2) The annual interest rate will be determined by the following:

(a) All for-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 1.5 percent per annum interest rate loan.

(b) All qualified non-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 0 percent interest rate loan. For purposes of determining the annual HOME interest rate, the definition of Non-Profit found at rules 67-48.002 and 67-48.0075, F.A.C., shall not apply; instead, qualified non-profit Applicants shall be those entities defined in 24 CFR Part 92, Section 42(h)(5)(c), subsection 501(c)(3) or 501(c)(4) of the IRC and organized under chapter 617, F.S., if a Florida corporation, or organized under similar state law if organized in a jurisdiction other than Florida.

(c) If the Applicant is a Public Housing Authority, or if the Applicant is an entity created by a Public Housing Authority under section 421.08, F.S., and such Public Housing Authority owns 100 percent of the ownership interest in the Development held by the general partner or managing member of such Applicant entity, the loans funded after February 20, 2011 will receive a 0 percent interest rate.

(d) An Applicant owned in part by a qualified non-profit or a Public Housing Authority, but which does not meet the requirements of paragraph (b) or (c), above, will, for loans funded after February 20, 2011, receive a 0 percent interest rate loan on the portion of the loan amount equal to the qualified non-profit's or Public Housing Authority's ownership interest in the Development held by the general partner or managing member of such Applicant entity. A 1.5 percent interest rate shall be charged on the balance of the loan amount. The interest rate charged on the total loan amount shall be determined by blending the rates proportionately. After closing, should the Applicant sell any portion of the Development ownership, the loan interest rate ratio will be adjusted to conform to the new percentage of ownership.

(e) Notwithstanding the provisions of paragraphs (a) through (d), above, the annual interest rate for those HOME loans closed after February 20, 2011 where the HOME Developments are at least partially financed with a MMRB Loan (as defined in rule chapter 67-21, F.A.C.) shall be as specified in an applicable competitive solicitation.

(3) The loans shall be non-amortizing and repayment of principal shall be deferred until maturity, unless otherwise recommended by the Credit Underwriter and approved by the Corporation. Unless otherwise provided in any competitive solicitation, the Corporation will consider the facts and circumstances, inclusive of the financial feasibility of the Development.

(a) For HOME Developments that are not at least partially financed with a MMRB Loan (as defined in rule chapter 67-21, F.A.C.), interest payments on the loan shall be paid to the Corporation's servicer annually on the date specified in the Note.

(b) For HOME Developments that are at least partially financed with a MMRB Loan (as defined in rule chapter 67-21, F.A.C.) where the HOME loan closed after February 20, 2011:

1. Payment on the loans shall be based upon the Development Cash Flow as determined pursuant to the financial reporting requirements as provided in a competitive solicitation, or shall be due annually as determined by the Corporation's Board of Directors. Such determination by the Board shall be based upon a written recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation's repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or Developer or any Affiliate of the Applicant or Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report, with the exception of payment of the Developer Fee allowable to maximum of 20 percent per year, will be added back to the amount of cash available for the HOME loan interest payment, pursuant to the financial reporting process, for the purpose of determining interest due. Interest may be deferred as set forth in subparagraph 3. below, without constituting a default on the loan.

2. The HOME loans shall be repaid from all Development Cash Flow, and Development Cash Flow shall be applied to pay the following items in order of priority:

- a. All superior mortgage fees and debt service,
- b. Development Expenses for the HOME Development plus up to 20 percent of total Developer Fees per year,
- c. Interest payment on HOME loan balance as stated in subsection 67-48.020(2), F.A.C., over the life of the HOME loan,
- d. Interest payments on the HOME loan deferred from previous years,
- e. Mandatory payment on subordinate mortgages.

After the full HOME loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

3. The determination of Development Cash Flow, determination of payment priorities, and payment of interest on HOME loans shall occur annually. Any payments of accrued and unpaid interest due annually on HOME loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this rule chapter. If Development Cash Flow is under-reported and such report causes a deferral of HOME interest, such under-reporting shall constitute an event of default on the HOME loan. A penalty of 5 percent of any required payment shall be assessed.

(4) As approved by the Board of Directors, loans which finance demonstration Developments or Developments located in a state or federally declared disaster area may be provided with forgivable terms.

(5) The accumulation of all Development financing, including the HOME loan and all existing debt within a Development, may not exceed the Total Development Cost, as determined and certified by the Credit Underwriter.

(6) Before disbursing any HOME funds, there must be a written agreement with the Applicant ensuring compliance with the requirements of the HOME Program pursuant to this rule chapter and 24 CFR Part 92.

(7) A representative of the Applicant and the managing company of the Development must attend a Corporation-sponsored training session on income certification and compliance procedures.

(8) If the Development has 12 or more units to be developed under a single contract, the General Contractor and all available subcontractors shall attend a Corporation-sponsored preconstruction conference regarding federal labor standards provisions.

(9) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance as required by the terms and conditions outlined in a competitive solicitation.

(10) All loans must provide that any violation of the terms and conditions described in this rule chapter or 24 CFR Part 92 constitute a default under the HOME loan documents allowing the Corporation to accelerate its loan and seek foreclosure as well as any other remedies legally available to it.

(11) If a default on a HOME loan occurs, the Corporation will commence legal action to protect the interest of the Corporation. The Corporation shall acquire real and personal property or any interest in the Development if that acquisition is necessary to protect any HOME loan; sell, transfer, and convey any such property to a buyer without regard to the provisions of chapters 253 and 270, F.S.; and, if that sale, transfer, or conveyance cannot be consummated within a reasonable time, lease the Development for occupancy by Eligible Persons.

(12) The Corporation or its servicer shall monitor the compliance of each Development with all terms and conditions of the HOME loan and shall require that such terms and conditions be recorded in the public records of the county where the Development is located. Violation of any term or condition shall constitute a default during the term of the HOME loan.

(13) The Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the HOME mortgage without

prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified of any such change.

Following construction completion, the Corporation will recommend that the Board deny any requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0205(4), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the HOME mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding HOME loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the HOME loan balance, the following calculation shall be used: divide the amount of the original HOME mortgage by the combined amount of the original HOME mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance. For example, if the amount of the original HOME mortgage is \$2,000,000, the original superior mortgage is \$4,400,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, then the amount of the increase in the superior mortgage would be \$2,000,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the HOME loan balance would be \$625,000. This \$625,000 would be applied first to accrued interest and then to principal.

(14) Annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide an audited financial statement, the fully completed and executed annual reporting form, Financial Reporting Form SR-1, (Rev. 05-14), and any other financial reporting requirements as provided in a competitive solicitation. The Form SR-1, which is incorporated by reference and available from <http://www.flrules.org/Gateway/reference.asp?No=Ref-10766>, shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The initial submission will be due following the fiscal year within which the first unit is occupied. In the case where the HOME Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the HOME loan closing is observed. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and
- (e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

(15) Unless and until a guarantor’s obligations for a HOME loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c), below, as the Corporation or its servicer may reasonably request.

(a) An audited financial statement to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended, which shall include:

- 1. Comparative Balance Sheet with prior year and current year balances,
- 2. Statement of revenue and expenses,
- 3. Statement of changes in fund balances or equity,
- 4. Statement of cash flows; and,
- 5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements, or

(b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year, or

(c) For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(7), (8), (9) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.020, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, 7-8-18, Amended 7-11-19, Repromulgated.

67-48.0205 Sale, Transfer or Refinancing of a HOME Development.

(1) The HOME loan shall be assumable upon Development sale, transfer or refinancing if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the HOME loan for the period originally specified;

(c) The proposed transferee agrees to pay all loan servicing and compliance monitoring fees through the end of the HOME LURA; and,

(d) The proposed transferee and Application receives a favorable recommendation from the Credit Underwriter and approval by the Corporation’s Board of Directors.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as of one-tenth of one percent of the HOME loan principal amount. The applicable fee will be determined by the rule in effect at the time of the assumption request.

(2) If the Development is sold and the proposed transferee does not meet the criteria for assumption of the loan, the HOME loan shall be repaid from the proceeds of the sale. If there will be insufficient funds available from the proposed sale of the Development, the HOME loan shall not be satisfied until the Corporation has received:

(a) An appraisal prepared by an appraiser selected by the Corporation indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;

(b) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executive purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement, and that the income reported to the Corporation during the term of the loan was true and accurate; and,

(c) A certification from the Applicant that there are no Development funds available to repay the loan and the Applicant knows of no source from which funds could or would be forthcoming to pay the loan.

(d) The proposed transferee will pay an amount equal to the present value of the annual compliance monitoring fee for the years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development for that period, provided:

1. The compliance monitoring fee covers some or all of the period following the anticipated HOME repayment date; and,

2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through

another program of the Corporation for which the compliance monitoring fee was collected.

(3) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:

- (a) Performance of the Applicant during the HOME loan term;
- (b) Availability of similar housing stock for the target population in the area;
- (c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;
- (d) A plan for the repayment of the loan at the new maturity date;
- (e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and,
- (f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a nonrefundable renegotiation fee of one-half of one percent of the HOME loan principal amount. The applicable fee will be determined by the rule in effect at the time of the renegotiation request.

All loan extension requests must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of one-tenth of one percent of the HOME loan principal amount. The applicable fee will be determined by the rule in effect at the time of the extension request.

(4) The Corporation will recommend that the Board approve requests for mortgage loan refinancing only if Development cash flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

(5) The Corporation will recommend that the Board deny any requests for mortgage loan refinancing which require extension of the HOME loan term or otherwise adversely affect the security interest of the Corporation unless the criteria outlined in subsection 67-48.0205(3), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Corporation will recommend that the Board limit any approved extension to a minimum term which

makes the Development feasible and which does not exceed an industry standard term.

All requests which only require subordination of the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated. The applicable fee will be determined by the rule in effect at the time of the subordination request.

All requests which only require extension of the affordability period under the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the extension. In addition to any related professional fees, the Corporation shall charge a non-refundable extension fee of \$1,000 for each extension of the regulatory agreement. The applicable fee will be determined by the rule in effect at the time of the extension request.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(7), (8), (9) FS. History—New 12-23-96, Amended 1-6-98, Formerly 9I-48.0205, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended 10-9-13, 10-8-14, 9-15-16, Repromulgated 5-24-17, Amended 7-8-18, Repromulgated 7-11-19,\_\_\_\_\_.

67-48.022 HOME Disbursements Procedures and Loan Servicing.

(1) HOME loan proceeds shall be disbursed during the construction/rehabilitation phase in an amount per Draw on a pro-rata basis with the other financing unless otherwise approved by the Corporation or the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw in a form and substance acceptable to the Corporation's servicer.

(3) The request shall set forth the amount to be paid and shall be accompanied by documentation as specified by the Corporation's servicer. Such documentation shall include invoices for labor and materials to date of the last inspection.

(4) The Corporation's servicer and the Corporation shall review the request for Draw and the Corporation's servicer shall provide the Corporation with approval of the request or an alternative recommendation of an amount to be paid after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation. For all Developments consisting of 12 or more units to be developed under a single contract, the borrower shall

submit weekly payrolls of the General Contractor and subcontractors in accordance with Federal Labor Standards as enumerated in 24 CFR §92.354.

(5) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining draws. Release of funds held as retainage shall occur in accordance with the HOME loan documents.

(6) The Corporation or its servicer shall elect to withhold any Draw or portion of any Draw, in addition to the retainage, notwithstanding any documentation submitted by the borrower in connection with a request for a Draw, if:

(a) The Corporation or the servicer determines at any time that the actual cost budget or progress of construction differs from that shown on the loan documents.

(b) The percentage of progress of construction of improvements differs from that shown on the request for a Draw.

(c) Developments subject to and not in compliance with Federal Labor Standards.

(7) To the extent excess HOME funds in the budget remain unused, the Corporation has the right to reduce the HOME loan by that amount.

(8) If 100 percent of the loan proceeds have not been expended within six (6) months prior to the HUD deadline pursuant to 24 CFR §92.500, the funds shall be recaptured by the Corporation.

(9) The request for final disbursement of HOME funds, excluding retainage, shall be submitted within 60 days of completion of construction as evidenced by certificates of occupancy.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5089(1) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.022, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended 10-9-13, Repromulgated 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

PART IV HOUSING CREDIT PROGRAM

67-48.023 Housing Credits General Program Procedures and Requirements.

(1) Unless otherwise permitted in a competitive solicitation process, an Applicant is not eligible to apply for Competitive Housing Credits if any of the following pertain to the proposed Development:

(a) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment or has accepted an invitation to enter credit underwriting, unless written notice has been provided to the Corporation prior to the deadline to apply for the applicable

new funding withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding;

(b) A preliminary commitment of funding for the proposed Development through the SAIL Program or the HOME Program has already been accepted, unless written notice has been provided to the Corporation prior to the deadline to apply for the applicable new funding withdrawing such acceptance and returning the prior SAIL Program or HOME Program funding; or

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of the following exceptions applies:

1. A LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program, or

2. A LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the deadline to apply for the applicable Competitive Housing Credits, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation, Acquisition and Rehabilitation, Preservation, or Acquisition and Preservation.

(2) Each Housing Credit Development shall comply with the minimum Housing Credit Set-Aside provisions, as specified in Section 42(g)(1) of the IRC. Further, each Housing Credit Development shall comply with any additional Housing Credit Set-Aside committed to by the Applicant in the Application.

(3) The Development shall provide safe, sanitary and decent residential rental housing and shall be developed, constructed and operated in accordance with the commitments made and the facilities and services described in the Application at the time of submission to the Corporation or subsequently agreed to by the Corporation. Applications will not be considered approved to receive an allocation of Housing Credits until the Corporation issues a Preliminary Allocation to the Applicant and all contingencies of such documents are satisfied. Allocations are further contingent on the Applicant complying with its Application commitments, rule chapter 67-48, F.A.C., and Section 42 of the IRC.

(4) All of the dwelling units within a Housing Credit Development shall be rented or available for rent on a continuous basis to members of the general public. The owner of the Housing Credit Development shall not give preference to any particular class or group in renting the dwelling units in the Housing Credit Development, except to the extent that dwelling units are required to be rented to Eligible Persons. All Housing Credit Developments must comply with the Fair Housing Act

as implemented by 24 CFR Part 100 and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35.

(5) Each Housing Credit Development shall complete the final cost certification process as required in a competitive solicitation.

(6) Prior to execution of the limited partnership agreement or limited liability company operating agreement between the Applicant and the limited partners/members, the Applicant must receive written approval from the Corporation or its Credit Underwriter that the Housing Credit Syndicator is in good standing with the Corporation. Proceeding with execution of a partnership agreement or operating agreement with a Housing Credit Syndicator that is not in good standing shall result in withdrawal of the Housing Credit Allocation.

(7) Final cost certification documentation shall be submitted by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer's and General Contractor's fees as described in rule 67-48.0072, F.A.C., along with the executed Extended Use Agreement, IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries if requested by the Corporation, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter, an unmodified audit report prepared by an independent certified public accountant, photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the competitive solicitation. The Final Housing Credit Allocation will not be issued until such time as all items required by a competitive solicitation are received and processed by the Corporation.

(8) After the final evaluation and determination of the Housing Credit Allocation amount has been made by the Corporation and the Extended Use Agreement has been executed in accordance with rule 67-48.029, F.A.C., the IRS Low-Income Housing Credit Allocation and Certification Forms 8609 are issued to the Applicant of the Housing Credit Development, as provided below. The Corporation will issue only one complete set of Forms 8609 per Development which will be no earlier than total Development completion, the Corporation's acceptance and approval of the Development's final cost certification documentation, and determination by the Corporation that all financial obligations for which an Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation have been satisfied. At the time the Applicant's first tax return with which Form 8609-A is filed with the Internal Revenue Service, the Applicant must submit to the Corporation a copy of IRS Form 8609 with a completed Part II.

(9) Annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement, the fully completed and executed annual reporting form, Financial Reporting Form SR-1, (Rev. 05-14), and any other financial reporting requirements as provided in a competitive solicitation. The Form SR-1, which is incorporated by reference and available from <http://www.flrules.org/Gateway/reference.asp?No=Ref-10767>, shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The initial submission will be due following the fiscal year within which the first unit is occupied. The initial submission for Housing Credit Developments that contain occupied units at the time of acquisition will be due following the fiscal year within which the 12 month anniversary of the closing is observed of either the Housing Credit equity partnership agreement, or the acquisition of the development site, whichever comes first. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and,
- (e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$250 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.023, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, Repromulgated 9-15-16, 5-24-17, Amended 7-8-18, 7-11-19, Repromulgated.

67-48.027 Tax-Exempt Bond-Financed Developments. Non-Competitive Housing Credits to be used with Tax-Exempt Bond-Financed Developments are available as outlined in rule chapter 67-21, F.A.C.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.027, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, Repromulgated 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19, Repromulgated.



67-48.028 Carryover Allocation Provisions.

(1) If an Applicant cannot complete its Development by the end of the year in which the Preliminary Allocation is issued, the Applicant must enter into a Carryover Allocation Agreement with the Corporation by December 31st of the year in which the Preliminary Allocation is issued. The Carryover Allocation allows the Applicant up to the end of the second year following the Carryover Allocation to have the Development placed-in-service.

(2) An Applicant shall have tax basis in the Housing Credit Development which is greater than 10 percent of the reasonably expected basis in the Housing Credit Development within six (6) months of the date the Corporation issues the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned to the Corporation. Certification that the Applicant has met the greater than 10 percent basis requirement shall be signed by the Applicant's attorney or certified public accountant.

(3) All supporting Carryover documentation and the signed certification evidencing the required basis must be submitted to the Corporation within six (6) months of the date the Corporation issues the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned.

(4) The Applicant for each Development for which a Carryover Allocation Agreement has been executed shall submit quarterly progress reports to the Corporation as outlined in the Carryover Allocation Agreement and the competitive solicitation. If the progress report does not demonstrate continuous and adequate development and construction progress, the Corporation will require monthly submission of progress reports until satisfactory progress is achieved, until the Development is placed in service, or until a determination is made by the Corporation that the Development cannot be placed in service by the Carryover deadline and the Housing Credits are returned to the Corporation in accordance with the terms of the Carryover Allocation Agreement. Each progress report shall include a written statement describing the current status of the Development; the financing, construction and syndication activity since the last report; the reasons for any changes to the anticipated placed-in-service date; and any other information relating to the status of the Development which the Corporation may request. The due date for the first report shall be as stated in the Carryover Allocation Agreement.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.028, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, Repromulgated 3-30-08,

Amended 8-6-09, 11-22-11, Repromulgated 10-9-13, Amended 10-8-14, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.029 Extended Use Agreement.

(1) Pursuant to Section 42(h)(6) of the IRC, the Applicant and the Corporation shall enter into an Extended Use Agreement. The purpose of the Extended Use Agreement is to set forth the Housing Credit Extended Use Period, the Compliance Period, and to evidence commitments made by the Applicant in the Application or subsequently agreed to by the Corporation.

(2) The following provisions shall be included in the Extended Use Agreement:

(a) The Applicable Fraction for Housing Credit Set-Aside units for each taxable year in the Housing Credit Extended Use Period shall not be less than the Applicable Fraction;

(b) Eligible Persons occupying set-aside units shall have the right to enforce in any state of Florida court the extended use requirement for set-aside units;

(c) The Extended Use Agreement shall be binding on all successors and assigns of the Applicant; and

(d) The Extended Use Agreement shall be executed prior to the issuance of a Final Housing Credit Allocation to an Applicant. Following execution, the Extended Use Agreement shall be recorded pursuant to Florida law as a restrictive covenant.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.029, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, 3-17-02, 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, Amended 10-9-13, Repromulgated 10-8-14, 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.030 Sale or Transfer of a Housing Credit Development.

An owner of a Housing Credit Development, its successor or assigns which has been granted a Final Housing Credit Allocation shall not sell the Housing Credit Development without having first notified the Treasury of the impending sale and complying with the Treasury's procedure or procedures for completing the transfer of ownership and utilizing the Housing Credit Allocation. The owner of a Housing Credit Development shall notify the Corporation in writing of an impending sale and of compliance with any requirements by the Treasury for the transfer of the Housing Credit Development. The proposed transferee agrees to maintain all set-asides and other requirements of the Extended Use Agreement for the period originally specified; pay any and all unpaid compliance monitoring fees through the end of the Extended Use Agreement; and execute any assignment and assumption documents the Corporation deems necessary to effectuate the ownership change. For those Developments that have not

waived the right to submit a Qualified Contract, any transfer of that Development will require the transferee to agree to a waiver of the right to submit a Qualified Contract before approval of the transfer will be provided by the Corporation. All requests which only require subordination of the regulatory agreements must be submitted in writing to the Director of Special Assets and contain the specific details of the subordination. In addition to any related professional fees, the Corporation shall charge a non-refundable subordination fee of \$1,000 for each regulatory agreement to be subordinated. The applicable fee will be determined by the rule in effect at the time of the subordination request.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.030, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, 10-8-14, 9-15-16, 5-24-17, Amended 7-8-18, 7-11-19, Repromulgated \_\_\_\_\_.

#### 67-48.031 Qualified Contracts.

(1) An owner's written request to the Corporation for a qualified contract (a "qualified contract request") shall be governed by 26 CFR 1.42-18 (the "qualified contract regulations"), Section 42 of the IRC, as applicable, and this rule section in effect at the time of the qualified contract request.

(2) In submitting a qualified contract request, and in keeping with the intent of this rule and the governing law, the owner of the Development is presumed to do so with good faith intent to sell the Development when presented with a qualified contract. While the qualified contract request may ultimately result in the termination of the Extended Use Agreement should the Corporation fail to present the owner with a qualified contract during the one-year period (as same may be suspended from time to time), that is the default position and not the intended purpose of a qualified contract request. To that end, for purposes of this rule and processing a qualified contract request, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract by presenting the owner with a contract that meets the requirements of subsection (3), below. It shall be the owner's responsibility to negotiate with the purchaser, in good faith and with the intent to sell the development, the specific terms of the contract, and the owner's rejection of the contract or failure to act on the contract because of terms other than those required in subsection (3), below, shall in no way affect the status of the contract as a qualified contract. The Corporation shall have no duty and is not responsible to either the owner or the purchaser for negotiating the details of the contract following its submission to the owner.

(3) Qualified contract means a bona fide contract (as defined herein) to acquire the development (within a reasonable

period after the contract is entered into) for the qualified contract amount (also referred to as the qualified contract price). Bona fide contract means a certain and unambiguous offer to purchase the Development for an amount which equals or exceeds the qualified contract amount (the qualified contract purchase price) made by a purchaser with the intent that such offer result in the execution of an enforceable, valid and binding contract to purchase. The bona fide contract shall be in the form of a contract for sale signed by the purchaser, which states that acceptance of the contract is contingent upon approval by the Corporation, and must provide for an initial earnest money deposit (the initial deposit) from the purchaser in the minimum amount of \$50,000 and obligate the purchaser to make a second earnest money deposit (the second deposit) (the initial and second deposits shall be refundable in the event of the seller's failure to deliver insurable title or in the event of seller's default, otherwise the deposits shall be non-refundable) equal to three (3) percent of the qualified contract price as follows: The initial deposit must be deposited with a nationally recognized title insurance company which offers escrow services ("escrow agent") designated by the owner at the time of submission of the qualified contract request, or if no such escrow agent is designated by the owner, with an escrow agent selected by the purchaser, contemporaneously with the submission of the contract to the owner; and, by its terms, the contract must obligate the purchaser to deposit the second deposit with the escrow agent within 15 business days following the end of the due diligence period (subject to any rights reserved by the purchaser to cancel or terminate the contract during such period) which period shall end no later than 90 Calendar Days following execution of the contract by the owner. A contract submitted to the owner which otherwise meets the requirements of this subsection (3), including the deposit of the initial deposit with the escrow agent, which is accepted by owner within 15 business days after its submission, shall be deemed a qualified contract for purposes of this rule and the qualified contract regulations at such time as the second deposit is deposited with the escrow agent in accordance with the terms of the contract, as same may be amended from time to time, unless waived in writing by the owner. And, in such event, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract. A contract submitted to the owner which otherwise meets the requirements of this subsection (3), including the deposit of the initial deposit with the escrow agent, which is not accepted by owner within 15 business days after its submission, shall be deemed a qualified contract for purposes of this rule and the qualified contract regulations at such time as the 15-day period expires. And, in such event, the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract.

(4) After the fourteenth year of the Compliance Period, unless otherwise obligated under the Extended Use Agreement, or a Land Use Restriction Agreement under another Corporation program, and provided the right to request a qualified contract for the Development was not waived in exchange for or in connection with the award of Housing Credits, the owner of a Development may submit a qualified contract request to the Corporation. When submitting a qualified contract request, the owner shall utilize the Qualified Contract Package in effect at the time of the request and shall remit payment of the required Qualified Contract Package fee as provided therein. The Qualified Contract Package consists of the forms and instructions, obtained from the Corporation at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or on the Corporation's website under the Multifamily Programs link or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-10764>, which shall be completed and submitted to the Corporation in order to request a qualified contract. The Qualified Contract Package, Rev. ~~03-2020~~ ~~04-2019~~, is adopted and incorporated herein by reference.

(5) All information contained in a Qualified Contract Package is subject to independent review, analysis and verification by the Corporation or its agents. The Corporation may request additional information to document the qualified contract amount calculated by the owner. The Corporation may also engage the services of its own certified public accountant (CPA) and real estate appraiser to assist in the review of a Qualified Contract Package. Real estate appraisers involved in the qualified contract process must be licensed by the state of Florida, be an MAI-designed general appraiser and be otherwise acceptable to the Corporation.

(6) The qualified contract regulations provide that the fair market value of the non-low-income portion of the building includes the fair market value of the underlying land and that the valuation of the underlying land must take into account the existing and continuing requirements contained in the Extended Use Agreement. Pursuant to section 193.017, F.S., and the statutes cited therein, the Extended Use Agreement recorded in connection with a Housing Credit property is a land-use regulation and a limitation on the highest and best use of the property during the term of the agreement that must be considered by the county property appraiser in assessing the value of the property. Unless the owner elects otherwise as provided below, for purposes of a qualified contract request, the fair market value of the underlying land shall be the value attributed to the underlying land by the county property appraiser in the most recent year's assessed value of the Development provided that the county property appraiser's valuation of the land takes into account the existing and

continuing requirements contained in the Extended Use Agreement. The county property appraiser's valuation methodology shall be verified upon submission of a qualified contract request in order to determine if the valuation of the land has taken into account the existing and continuing requirements contained in the Extended Use Agreement. If the owner is of the opinion that the county property appraiser's valuation does not represent the fair market value of the underlying land within the contemplation of the qualified contract regulations at the time of the qualified contract request, the owner may elect to submit with its qualified contract request a value (the "owner's appraised value") for the underlying land at the fair market value determined by a real estate appraiser (the "owner's appraiser") engaged by the owner for that purpose in lieu of the county property appraiser's valuation. A copy of the real estate appraisal (the "owner's appraisal report") upon which the owner's appraised value is based shall be included with the owner's qualified contract request. If the owner elects to rely on the county property appraiser's valuation of the land and the Corporation determines that the county property appraiser's valuation did not take into account the existing and continuing requirements contained in the Extended Use Agreement, the county property appraiser's valuation shall be disregarded, and instead, the owner must obtain and submit to the Corporation an owner's appraisal report together with the owner's appraised value as provided above. The owner's appraiser must certify in the appraisal report that the valuation represents the fair market value of the underlying land taking into account the existing and continuing requirements contained in the Extended Use Agreement for the property. The owner's appraisal report must also include a narrative describing the methodology or manner in which the requirements contained in the Extended Use Agreement were considered by the owner's appraiser in arriving at the owner's appraised value of the underlying land, and, for comparison and evaluation purposes, the opinion of the owner's appraiser as to what the fair market value of the underlying land would be if unencumbered by the requirements of the Extended Use Agreement. The lower of the restricted and unrestricted appraised values should be included in the qualified contract price if the owner's appraised value is submitted. The owner's appraised value of the underlying land and the owner's appraisal report shall be subject to review and approval by the Corporation. The Corporation may engage the services of one or more real estate appraisers, or other professionals, to assist in the review and evaluation of the owner's appraised value and the owner's appraisal report.

(7) In addition to the Qualified Contract Package fee, the owner shall be responsible for all third-party fees in connection with the owner's qualified contract request. Third party fees include, but are not limited to, the costs of the services provided by CPAs and real estate appraisers or other real estate

professionals engaged by the Corporation to assist it in the review of a qualified contract request, and the fees and commissions of any real estate broker in connection with the marketing and sale of the development to a buyer under a qualified contract.

(8) When offering a development for sale to the general public pursuant to a qualified contract request, the Corporation may, but shall not be required to, utilize the services of a real estate broker under contract with or designated by the Corporation to market and sell the development. The owner of the development shall be responsible for the fees and commissions due any such real estate broker in connection with the marketing and sale of the development, and, upon request of the Corporation or the real estate broker, the owner shall enter into a written agreement with the real estate broker pursuant to which the owner agrees to pay to the real estate broker such fees and commissions in connection with the marketing and sale of the development.

(9) The running of the one-year period described in Section 42(h)(6)(I) of the IRC shall be suspended by the Corporation at any time upon written notice to the owner if:

(a) The Corporation concludes that the owner's request lacks information required in the Qualified Contract Package or other essential information;

(b) The owner fails to pay the Qualified Contract Package fee or, thereafter, fails to timely pay any other fees or costs for which the owner is responsible hereunder;

(c) The owner and the Corporation are unable to reach mutual agreement on the qualified contract amount;

(d) The Development that is the subject of the qualified contract request is not in compliance with the applicable program requirements or if any fees related to the Development are delinquent;

(e) The owner fails to allow the Corporation, its agents or prospective buyers access to the Development for purposes of verification, inspection or due diligence;

(f) The Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation;

(g) Following request, the owner fails to enter into the written agreement with the real estate broker designated by the Corporation to market and sell the development, or

(h) The owner otherwise fails to comply with the requirements of this rule section or the qualified contract regulations.

The term of any such suspension shall begin on the date of the written notice provided by the Corporation to the owner, and

shall continue unabated until such date as the deficiency, non-payment or disagreement giving rise to the suspension is cured or otherwise resolved. The Corporation shall acknowledge the cure or resolution by written notice to the owner within 10 days thereafter. The owner's election to value the underlying land based on the owner's appraised value as provided in subsection (6), above, shall automatically prevent the owner's purported qualified contract request from beginning the one-year period described in Section 42(h)(6)(I) of the IRC until such time as the Corporation and the owner shall mutually agree on the value of the underlying land for purposes of the owner's qualified contract request.

(10) Upon mutual agreement of the owner and the Corporation, the qualified contract amount shall be documented in writing signed by the Corporation and the owner.

(11) The owner shall cooperate with the Corporation and its agents, real estate brokers and prospective buyers in connection with the processing of the owner's qualified contract request and the marketing of the Development to prospective buyers. The owner shall exercise good faith in acting upon a qualified contract as may be presented within the one-year period. If the Corporation provides a qualified contract within the one-year period (it being understood that the Corporation shall be deemed to have fulfilled its responsibility to present the owner with a qualified contract by presenting the owner with a contract that meets the requirements of subsection (3), above) regardless of whether the owner accepts, rejects or fails to act upon the contract, the Development shall remain subject to the Extended Use Agreement, and the owner shall be deemed to have waived any right or option to submit another qualified contract request for the Development.

(12) An owner shall be allowed only one qualified contract request per Development.

(13) Section 42(h)(6)(E)(ii) of the IRC provides that the termination of an extended low-income housing commitment under Section 42(h)(6)(E)(i) will not be construed to permit before the close of the 3-year period following the termination (a) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low-Income unit, or (b) any increase in the gross rent with respect to a Low-Income unit not otherwise permitted under Section 42, IRC.

(14) This rule shall apply to qualified contract requests first submitted to the Corporation on or after the effective date of the rule.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.031, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, 10-9-13, Repromulgated 10-8-14, Amended 9-15-16, 5-24-17, 7-8-18, 7-11-19, \_\_\_\_\_.

PART V ELDERLY HOUSING COMMUNITY LOAN  
PROGRAM

67-48.040 EHCL General Program Procedures and Restrictions.

(1) The proceeds of all loans shall be used for life-safety, health, sanitation, or security-related repairs or improvements which result in making the Development safe and secure, and meeting requirements of state, federal, or local regulations, as well as all requirements outlined in a competitive solicitation.

(2) Funding provided under the EHCL Program may not exceed \$750,000 per Housing Community for the Elderly.

(3) Loan proceeds shall not be used to pay for administrative costs, routine maintenance or new construction. Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087(3) FS. History—New 10-8-14, Repromulgated 9-15-16, 5-24-17, 7-8-18, 7-11-19,\_\_\_\_\_.

67-48.041 Terms and Conditions of EHCL Loan.

(1) The loan shall be in compliance with this rule chapter and the Act, and loan documents shall, at a minimum, contain the following terms and conditions:

(a) The loan shall be non-amortizing and shall have an interest rate, as provided in Section 420.5087(3)(e), F.S. The applicable interest rate shall be established in the competitive solicitation;

(b) Repayment of principal and interest may be deferred until maturity of the Note, as determined by the Credit Underwriter based on the debt service coverage ratio for the EHCL loan, including all superior mortgages;

(c) The loan term shall not exceed 15 years but may be for a shorter period of time as requested by the Applicant or recommended by the Credit Underwriter. However, if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgage, then the term may be made coterminous with the longest term of the superior lien if requested by the borrower and approved by the Credit Underwriter based on debt service coverage ratio, loan to value ratio, and other factors established in a competitive solicitation.

(d) The Applicant shall certify annually to the Corporation that the Development is providing Housing for the Elderly as defined herein.

(2) Annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide an audited financial statement, the fully completed and executed annual reporting form, Financial Reporting Form SR-1, (Rev. 05-14), and any other financial reporting requirements as provided in a competitive solicitation. The Form SR-1, which is incorporated by reference and available from <http://www.flrules.org/Gateway/reference.asp?No=Ref-10768>, shall be submitted to the Corporation's servicer in both PDF

format and in electronic form as a Microsoft Excel spreadsheet. The initial submission will be due following the fiscal year within which the 12 month anniversary of the EHCL loan closing is observed. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

(a) Comparative Balance Sheet with prior year and current year balances;

(b) Statement of revenue and expenses;

(c) Statement of changes in fund balances or equity;

(d) Statement of cash flows; and,

(e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$250 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

(3) The Corporation shall forgive the portion of the loan attributable to the units in a project reserved for Extremely Low Income (ELI) Persons for Non-Profit organizations, not to exceed 25 percent, where the project will provide affordable Housing to the Elderly for 15 years or more.

(4) The loan shall not be assumable upon Development sale, transfer or refinancing of the Development, unless approved by HUD.

(5) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender, the Corporation, or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance as required by the terms and conditions outlined in a competitive solicitation.

(6) If the loan is repaid due to sale, transfer, or refinancing of the Development, all available proceeds shall be applied to pay the following items in order of priority:

(a) First mortgage debt service and fees;

(b) Any other superior debt service and fees;

(c) Expenses of the sale;

(d) EHCL loan principal and accrued interest.

(7) The Corporation or an authorized representative of the Corporation shall monitor compliance of all terms and conditions of the loan as provided in the loan documents.

(8) Any violation of the terms and conditions required by this rule chapter or the loan documents constitutes a default under the loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

Rulemaking Authority 420.507, 420.508 FS. Law Implemented 420.5087(3) FS. History--New 10-8-14, Repromulgated 9-15-16, 5-24-17, 7-8-18, Amended 7-11-19, Repromulgated.

NAME OF PERSON ORIGINATING PROPOSED RULE: Marisa Button, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850) 488-4197.  
 NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Ron Lieberman, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850) 488-4197.

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: April 17, 2020

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: Volume 46, Number 27, February 10, 2020.

### Section III

## Notice of Changes, Corrections and Withdrawals

#### DEPARTMENT OF LAW ENFORCEMENT Criminal Justice Standards and Training Commission

RULE NO.: 11B-18.0053  
 RULE TITLE: Officer Training Monies Budget and Expenditure Categories  
 NOTICE OF CHANGE

Notice is hereby given that the following changes have been made to the proposed rule in accordance with subparagraph 120.54(3)(d)1., F.S., published in Vol. 46 No. 29, February 12, 2020 issue of the Florida Administrative Register.

#### THE FULL TEXT OF THE PROPOSED RULE IS:

11B-18.0053 Officer Training Monies Budget and Expenditure Categories.

(1) No change.

(2) Category I, Administrative Expenses. Administrative Expenses shall be reasonable and an accounting of all expenditures shall be maintained.

(a) Each region shall not budget more than 5% of the total regional allocation for Administrative Expenses, notwithstanding the following exceptions for additional Officer Training Monies budgeted that exceed the 5% limitation:

1. Support of travel of Regional Training Council Chairpersons, fiscal agents, and training center directors or their designee, to Officer Training Monies workshops conducted by Commission staff. Travel pursuant to this section shall comply with the travel guidelines maintained by the Criminal Justice

Professionalism Division, (Travel Guidelines, revised March, 2020), hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-XXXXX>. For a copy of the travel guidelines, contact the Florida Department of Law Enforcement, Criminal Justice Professionalism Division, Post Office Box 1489, Tallahassee, Florida 32302-1489, Attention: Bureau of Policy and Special Programs; and

2. Support of travel for training center directors or designees to attend Criminal Justice Standards and Training Commission quarterly meetings. Travel pursuant to this section shall comply with the travel guidelines maintained by the Criminal Justice Professionalism Division, (Travel Guidelines, revised March, 2020), <http://www.flrules.org/Gateway/reference.asp?No=Ref-XXXXX>. For a copy of the travel guidelines, contact the Florida Department of Law Enforcement, Criminal Justice Professionalism Division, Post Office Box 1489, Tallahassee, Florida 32302-1489, Attention: Bureau of Policy and Special Programs.

(b) through (c) No change.

(3) through (4) No change.

Rulemaking Authority 943.03(4), 943.12(1), (2), 943.25(2), (4), (5) FS. Law Implemented 943.25 FS. History-New 11-5-02. Amended 11-30-04, 6-3-10, 3-13-13, 9-4-16, \_\_\_\_\_.

### Section IV

## Emergency Rules

#### DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER20-32  
 RULE TITLE: MEGA MILLIONS®

SUMMARY: This emergency rule sets forth the provisions for the conduct of the lottery Draw game, MEGA MILLIONS® and modifies provisions with regard to the starting jackpot prize amount as well as other game rule provisions determined to need updating. This emergency rule replaces Emergency Rule 53ER20-27.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

#### THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER20-32 MEGA MILLIONS®.

(1) Introduction. The Multi-State Lottery Association ("MUSL") has entered into an Agreement ("Cross-Sell Agreement") with those U.S. lotteries operating under an agreement to sell a lottery Draw game known as MEGA MILLIONS® ("Mega Millions Lotteries"). The Cross-Sell

Agreement permits MUSL Party Lotteries who are members of the MUSL Mega Millions Product Group ("Product Group"), including the Florida Lottery, to sell the MEGA MILLIONS game. The MEGA MILLIONS game is conducted by the Florida Lottery under the conditions of the Cross-Sell Agreement, MUSL Rules, Multi-State Lottery Association Mega Millions® Product Group Rules ("MUSL MM Rules"), effective 4/21/20, the laws of the State of Florida and this Emergency Rule. The conduct and play of the MEGA MILLIONS game in Florida must conform to the MUSL MM Rules. Unless otherwise provided by law, if any part of this rule, or any other rule in Chapter 53 of the Florida Administrative Code, is inconsistent with the MUSL MM Rules, the MUSL MM Rules shall control, except where the MUSL MM Rules defer to the laws, policies or rules of the Florida Lottery. If a conflict arises between this rule and any other rule in Chapter 53 of the Florida Administrative Code, this rule shall take precedence. The Multi-State Lottery Association Mega Millions® Product Group Rules are hereby incorporated by reference and may be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32301, or from the Florida Lottery's website at flalottery.com.

(2) Definitions.

The following words and terms, when used in this rule, have the following meanings, unless the context clearly indicates otherwise:

(a) *Advertised Jackpot Prize*- The estimated annuitized Jackpot Prize amount as determined by the Mega Millions Finance Committee prior to the Jackpot Prize drawing. The "Advertised Jackpot Prize" is not a guaranteed prize amount and the actual Jackpot Prize amount may vary from the advertised amount, except in circumstances where there is a guaranteed Jackpot Prize amount.

(b) *Double Play Promotion*. The MEGA MILLIONS Double Play Promotion is a limited promotion of the MEGA MILLIONS game and is conducted in accordance with the MUSL Mega Millions Product Group game rules. The Florida Lottery has elected to not offer the Double Play Promotion at this time. Double Play Plays do not include MEGA MILLIONS Plays, Just the Jackpot™ Plays or Megaplier® Plays.

(c) *Drawing*- Refers collectively to the formal draw event performed by the Mega Millions Consortium Lotteries for the selection of the game results that determine the number of winners for each prize level of the MEGA MILLIONS game.

(d) *Jackpot Prize*- The top prize in the MEGA MILLIONS game.

(e) *Just the Jackpot™ Plays ("JJ Plays")*- A purchased Play which includes two JJ Plays as part of the Just the Jackpot Promotion but does not include MEGA MILLIONS Plays, Double Play Plays or Megaplier Plays. Although the Florida

Lottery is not offering the Just the Jackpot Promotion, the term Just the Jackpot Plays is used in this rule as it relates to the Jackpot Prize payout.

(f) *Mega Millions Finance Committee*- A committee of the Mega Millions Lotteries that determines the Jackpot Prize amount (Cash Option and Annual Payment).

(g) *MEGA MILLIONS Just the Jackpot Promotion*- The MEGA MILLIONS Just the Jackpot Promotion is a limited extension of the MEGA MILLIONS game and is conducted in accordance with the MUSL MEGA MILLIONS Product Group rules. The Florida Lottery has elected not to offer the Just the Jackpot Promotion at this time. Just the Jackpot will impact the amount of the Jackpot Prize in the MEGA MILLIONS game, and participants in Just the Jackpot in other lottery jurisdictions may win the MEGA MILLIONS Jackpot prize.

(h) *Mega Millions Lottery or Lotteries or Mega Millions Consortium Lotteries*- Lotteries that have joined under the Mega Millions Lottery Agreement; the group of lotteries that has reached a Cross-Selling Agreement with the MUSL Product Group for the selling of the MEGA MILLIONS Game.

(i) *MEGA MILLIONS Plays ("MM Plays")*- Plays purchased as part of the MEGA MILLIONS game but shall not include JJ Plays, Double Play Plays or Megaplier Plays.

(j) *Megaplier® Plays*- Plays purchased as part of the Megaplier play feature, as further described in paragraph (10)(b).

(k) *MUSL*- The Multi-State Lottery Association.

(l) *MUSL Board*- The governing body of the MUSL.

(m) *Play*- The six numbers, the first five chosen from a field of seventy numbers and the last one chosen from a field of twenty-five numbers, that appear on a ticket as a single lettered selection to be played by a player in the MEGA MILLIONS game. Each Play is played separately in determining matches to winning numbers and prize amounts. As used in these rules, unless otherwise specifically indicated, "Play" includes both MM Plays and JJ Plays.

(n) *Play Slip*- An original paper play slip issued and approved by the Florida Lottery for the MEGA MILLIONS game by which a player communicates their intended play selection to the retailer.

(o) *Product Group*- The group of lotteries that has joined together to offer the MEGA MILLIONS lottery game under the terms of its Cross-Selling Agreement with the Mega Millions Lotteries, the MUSL Agreement and the MUSL Mega Millions Product Group rules.

(p) *Selling or Participating Lotteries*- A state lottery or lottery of a political subdivision or entity that is participating in selling the MEGA MILLIONS game and that may be a member of either MUSL or the Mega Millions Lotteries.

(q) *Set Prize*- All prizes except the Jackpot Prize and, except as set forth in paragraph (10)(h) and (i), will be equal to

the prize amount established by the Product Group for the prize level.

(r) Winning Numbers- The game results selected during a drawing event which shall be used to determine winning Plays contained on a game ticket.

(3) How to Play MEGA MILLIONS.

(a) MEGA MILLIONS is a multi-state lottery Draw game (also known as an online terminal game) which is offered to players in Florida by the Florida Lottery via authorized Florida Lottery retailers. In MEGA MILLIONS, players select five numbers from a field of one (1) through seventy (70) and one number (the “Mega Ball™”) from a separate field of one (1) through twenty-five (25).

(b) Players may make their ticket selections by: using a play slip; selecting their numbers using a Florida Lottery vending machine (“vending machine”), if a vending machine for Draw game ticket purchases is available at the retailer location; by telling the retailer their desired selections; or by requesting to use the Play it Again feature.

(c) Play Slip.

There are five panels on a play slip, each containing an upper play area and a lower play area. Each panel played will cost \$2.00 per drawing. Players may mark their desired numbers on the play slip by selecting five numbers in the upper play area and one number in the lower play area from each panel played. Players may also mark the “QP” (Quick Pick) box located at the bottom of each play area for the terminal to randomly select one or more numbers from the applicable play area. A “Void” box is also located at the bottom of each panel and should be marked by the player if an error was made in his or her selections in a panel. For each panel played, the first five of the six numbers appearing in a single horizontal row on a MEGA MILLIONS ticket shall be the numbers selected from the upper play area of the play slip, and the last number shall be the number selected from the lower play area of the play slip. For an additional \$1.00 per Play, players may mark the Megaplier box to multiply the second through ninth prizes. Megaplier will apply to all panels and advance play marked. Players may elect “Jackpot Combo” play to receive three (3) Quick Pick tickets for the next available drawing consisting of one (1) \$2.00 FLORIDA LOTTO® with XTRA ticket, one (1) \$2.00 POWERBALL ticket and one (1) \$2.00 MEGA MILLIONS ticket by marking the “Jackpot Combo \$6” box on the play slip. Play slips must be Florida Lottery approved and players must use only blue or black ink or pencil for making selections. The use of mechanical, electronic, computer generated, or any other non-manual method of marking play slips is prohibited. Play slips may be processed through a Florida Lottery vending machine or processed by a retailer in order to obtain a ticket.

(d) Advance Play. Players may play up to twenty-six consecutive drawings by using the “advance play” feature. To use the advance play feature, players may either select the number of available drawings desired on the play slip or tell the retailer their desired number of consecutive advance drawings. The number of consecutive drawings marked will include the next available drawing and will apply to each panel played. Advance play is not available with Jackpot Combo. In the event that a planned change in the MEGA MILLIONS game requires that the number of advance plays available for purchase be reduced to zero before implementation of the change, an advance play countdown schedule will be posted on the Lottery’s website at flalottery.com.

(e) Vending Machine. If a vending machine is available at a retailer location and the vending machine provides for Draw game purchases, the vending machine may be used by a player to process the MEGA MILLIONS play slip.

(f) Telling the Retailer. Retailers also are authorized to manually enter numbers selected by a player. Players electing to make their MEGA MILLIONS ticket selections by telling the retailer must specify their desired number selections (or tell the retailer they desire to use the Quick Pick feature for the terminal to randomly select one or more of the numbers) and the number of drawings. Players may also tell the retailer if they would like to add Megaplier to their ticket or if they would like Jackpot Combo play.

(g) Play it Again.

1. A player may request to “Play it Again” to replay a previously purchased MEGA MILLIONS ticket. If requested, a retailer shall scan the barcode or manually enter the serial number of the original ticket provided by the player and print a new ticket which will have the same selected numbers, number of panels, and number of drawings as the original ticket, except as provided in subparagraph (3)(g)2., below. Additionally, if the original ticket contains Megaplier, the new ticket will also contain Megaplier.

2. An original ticket with advance play will be rejected and cannot be replayed if the number of drawings on the ticket exceeds the number of advance play drawings that are available at the time of requested ticket replay due to implementation of an advance play countdown for the MEGA MILLIONS game. Tickets older than sixty days cannot be replayed.

(4) MEGA MILLIONS Drawings.

(a) MEGA MILLIONS drawings shall be conducted by the Mega Millions Lotteries two times per week, on Tuesdays and Fridays, at approximately 11:00 p.m. Eastern Time (ET).

(b) The Florida Lottery shall not be responsible for incorrect circulation, publication or broadcast of official winning numbers.

(5) Determination of Prize Winners.



In order for a ticket to be a winning ticket, numbers appearing in a single horizontal row on the ticket must match the official MEGA MILLIONS Winning Numbers in any order for the drawing date for which the ticket was purchased, in one of the following combinations:

(a) Jackpot Prize: Five numbers selected from the first set of balls plus the number selected from the second set of balls.

(b) Second Prize: Five numbers selected from the first set of balls and not the number selected from the second set of balls.

(c) Third Prize: Four numbers selected from the first set of balls plus the number selected from the second set of balls.

(d) Fourth Prize: Four numbers selected from the first set of balls and not the number selected from the second set of balls.

(e) Fifth Prize: Three numbers selected from the first set of balls plus the number selected from the second set of balls.

(f) Sixth Prize: Three numbers selected from the first set of balls and not the number selected from the second set of balls.

(g) Seventh Prize: Two numbers selected from the first set of balls plus the number selected from the second set of balls.

(h) Eighth Prize: One number selected from the first set of balls plus the number selected from the second set of balls.

(i) Ninth Prize: No numbers selected from the first set of balls and the number selected from the second set of balls.

(6) Limited to Highest Prize Won. The holder of a winning ticket may win only one prize per play in connection with the winning numbers drawn for the Mega Millions game and shall be entitled only to the prize won by those numbers in the highest matching prize category. All liabilities for a MEGA MILLIONS prize are discharged upon payment of a prize claim.

(7) Odds of Winning.

(a) The odds of winning the prizes described in subsection (5) are as follows:

1. Jackpot Prize- 1:302,575,350
2. Second Prize- 1:12,607,306
3. Third Prize- 1:931,001
4. Fourth Prize- 1:38,792
5. Fifth Prize- 1:14,547
6. Sixth Prize- 1:606
7. Seventh Prize- 1:693
8. Eighth Prize- 1:89
9. Ninth Prize- 1:37

(b) The overall odds of winning a prize in a MEGA MILLIONS drawing are 1:24.

(8) MEGA MILLIONS Prize Pool.

(a) The MEGA MILLIONS Prize Pool for all prize categories shall consist of up to fifty-five percent of each drawing period's sales. The MEGA MILLIONS Prize Pool

shall be funded in accordance with criteria set by the Product Group.

(b) Expected Prize Payout Percentages. The Jackpot Prize shall be determined on a pari-mutuel basis. Except as provided in these rules, all other prizes awarded shall be paid as set prizes with the following expected prize payout percentages, although the actual prize payout percentage per drawing will vary by drawing.

<u>Match Per MM Play</u>	<u>Prize Category</u>	<u>Prize Payment</u>	<u>Estimated Percentage of Prize Pool Allocated to Prize Category</u>
<u>Five first set numbers and the one number of the second set</u>	<u>Jackpot Prize</u>	<u>Jackpot Prize</u>	<u>75.3018%*</u>
<u>Five first set numbers and none of the second set</u>	<u>Second Prize</u>	<u>\$1,000,000</u>	<u>7.9319%</u>
<u>Four first set numbers and the one number of the second set</u>	<u>Third Prize</u>	<u>\$10,000</u>	<u>1.0742%</u>
<u>Four first set numbers and none of the second set</u>	<u>Fourth Prize</u>	<u>\$500</u>	<u>1.2889%</u>
<u>Three first set numbers and the one number of the second set</u>	<u>Fifth Prize</u>	<u>\$200</u>	<u>1.3749%</u>
<u>Three first set numbers and none of the second set</u>	<u>Sixth Prize</u>	<u>\$10</u>	<u>1.6498%</u>
<u>Two first set numbers and the one number of the second set</u>	<u>Seventh Prize</u>	<u>\$10</u>	<u>1.4436%</u>
<u>One first set number and the one number of the second set</u>	<u>Eighth Prize</u>	<u>\$4</u>	<u>4.4752%</u>
<u>None of the first set numbers and the one number of the second set</u>	<u>Ninth Prize</u>	<u>\$2</u>	<u>5.4597%</u>

\*The Jackpot Prize shall include the estimated MM Prize Pool percentage allocated to the Jackpot Prize combined with estimated JJ Prize Pool percentage allocated to the Jackpot Prize.

(c) Prize money allocated to the Jackpot Prize category will be divided equally by the number of MM Plays and JJ Plays determined to be winners of the Jackpot Prize.

(d) The number of Plays determined to be winners of the Second through Ninth Prize levels will be paid as Set Prizes, except as provided in paragraph (10)(h) below. If all or any portion of the set prize pool is not awarded in the current MEGA MILLIONS drawing, that portion of the set prize pool shall be carried forward to subsequent MEGA MILLIONS drawings.

(e) Any interest or earnings accrued on a MEGA MILLIONS Set Prize prior to prize payment shall accrue to MUSL and not to the winner.

(9) MEGA MILLIONS Jackpot Prize.

(a) The prize money available in the Jackpot Prize pool will be divided equally among all Jackpot prize winning MM Plays and JJ Plays in all Participating Lotteries. Neither MUSL, Mega Millions Lotteries nor the Florida Lottery shall be responsible or liable for the difference between the Advertised or estimated Jackpot Prize amount and the actual Jackpot Prize amount after the prize payment method is known to MUSL and Mega Millions Lotteries.

(b) Players can choose one of two payment options for receiving their portion of the MEGA MILLIONS Jackpot Prize. Payment options are "Cash Option" and "Annual Payment." Jackpot Prize winners have sixty days after the winning draw

date to choose between the two payment options. Once the Jackpot Prize winner signs the Winner Claim Form, files a claim and exercises the winner's chosen option, the election of that option shall be final and cannot be revoked, withdrawn or otherwise changed except as provided in subparagraph (9)(d) 4. below.

(c) Cash Option Payment.

The Cash Option amount offered shall be the Jackpot Prize deferred payment amount as determined by the Mega Millions Lotteries, divided by a rate established by the Mega Millions Finance Committee prior to each drawing, divided by the number of total Jackpot Prize winning MM Plays and JJ Plays. In order to select the Cash Option, the Jackpot Prize winner must submit his or her ticket for payment within sixty days after the winning draw date. If the Jackpot Prize winner does not elect the Cash Option within sixty days after the winning draw date, the Annual Payment option will be applied, except as provided in subparagraph (9)(d)2. below. A Jackpot Prize winner who chooses the Cash Option payment will be paid in a single cash payment, less applicable federal income tax withholding.

(d) Annual Payment Option.

1. The prize amount of a Jackpot Prize winner electing the Annual Payment option shall be the Annuitized Jackpot Prize amount, as determined by the Mega Millions Lotteries, divided by the number of total Jackpot Prize winning MM Plays and JJ Plays in all Participating Lotteries. If a Jackpot Prize winner elects the Annual Payment option, his or her share of the Jackpot Prize will be paid in thirty graduated annual installments, each less applicable withholding taxes. The Florida Lottery will make the initial and any subsequent payments of a prize upon receipt of funds for such prize from MUSL. The initial payment shall be paid upon completion of internal validation procedures. The subsequent twenty-nine payments shall be paid annually to coincide with the month of the Federal auction date at which the bonds were purchased to fund the annuity. Payments shall escalate by a factor of five percent annually, and annual payments shall be rounded down to the nearest even one-thousand-dollar increment. All such payments shall be made within seven days of the anniversary of the annual auction date.

2. If individual winners' shares of the cash held to fund Annual Payments are less than \$250,000.00, the Product Group is authorized to pay the winners their share of the cash held in the Jackpot Prize pool.

3. Annuitized payment of the Jackpot Prize or a share of the Jackpot Prize will be rounded to facilitate the purchase of an appropriate funding mechanism. Rounding differences on an annuitized Jackpot Prize win shall be added to the first cash payment to the winner or winners. Prizes other than the Jackpot Prize, which under this rule may become single-payment, pari-

mutuel prizes, will be rounded down so that prizes can be paid in multiples of whole dollars. Rounding differences resulting from rounding these prizes shall be carried forward to the MEGA MILLIONS Prize Pool for the next drawing.

4. In the event of the death during the payment period of a MEGA MILLIONS winner who elected the Annual Payment option, the estate of the deceased winner (the "Estate") may file a petition with the Florida Lottery to accelerate payment of all the remaining prize proceeds to the Estate. Such petition will be forwarded by the Florida Lottery to MUSL for processing. MUSL will decide, in its sole discretion, whether or not to grant the payment, and if so, the form of such payment, whether in securities or cash.

(e) Jackpot Prize Amount.

1. Starting Jackpot Prize amounts and Jackpot Prize roll increases will be determined by the Mega Millions Lotteries based on sales and interest rates, with no guaranteed minimum amount. Such determination will be made, and the advertised Jackpot Prize amount announced, prior to each drawing.

2. If the Jackpot Prize is not won in a drawing, the prize money allocated for the Jackpot Prize shall roll over and be added to the Jackpot Prize pool for the next consecutive MEGA MILLIONS drawing.

(f) Jackpot prizes won shall be funded by the Selling Lotteries in accordance with the formula set by the Mega Millions Lotteries.

(g) Federal income taxes shall be applied and withheld from the prize amount at the time payment is made, pursuant to applicable provisions of the Internal Revenue Code and Code of Federal Regulations.

(h) Any interest or earnings accrued on a MEGA MILLIONS Jackpot Prize prior to prize payment shall accrue to MUSL and not to the winner.

(10) MEGA MILLIONS Megaplier®.

(a) The Megaplier Prize Pool. The Megaplier® Prize Pool for Megaplier prize categories shall consist of up to fifty-five percent of each drawing period's sales. The Megaplier Prize Pool shall be funded in accordance with criteria set by the Product Group. The actual prize payout percentage per drawing will vary by drawing. The Megaplier Prize Pool shall be carried forward to subsequent drawings if all or a portion of it is not needed to pay the Megaplier prizes awarded in the current drawing.

(b) The Megaplier option shall be available in association with the MEGA MILLIONS game. At the time of purchasing a ticket, a player may choose the Megaplier feature for an additional \$1.00 per MM Play for each MM Play on the MEGA MILLIONS ticket ("Megaplier Play") to increase the guaranteed prize amount for the second through ninth tier prizes. The MEGA MILLIONS Jackpot Prize is not eligible for

increase under the Megaplier option or by means of the Just the Jackpot Promotion

(c) Megaplier Drawing. A separate random Megaplier drawing will occur before every MEGA MILLIONS drawing to determine one multiplier number for that drawing, which will be a 2, 3, 4, or 5. The multiplier number drawn will be used to multiply the value of the prizes for the second through ninth tiers. In the event the multiplier drawing does not occur prior to the MEGA MILLIONS drawing, the multiplier number will be a 5. The multiplier number may also be referred to as the Megaplier number.

(d) The following table sets forth the probability of the various multiplier numbers being drawn during a single Megaplier drawing.

<u>Multiplier</u>	<u>Probability of Prize Increase</u>
<u>5X</u>	<u>1 in 15</u>
<u>4X</u>	<u>3 in 15</u>
<u>3X</u>	<u>6 in 15</u>
<u>2X</u>	<u>5 in 15</u>
<u>Multiplier numbers do not apply to the MEGA MILLIONS Jackpot Prize</u>	

(e) Application of multiplier number.

1. Second through Ninth Prizes. The multiplier number selected is the number that is used to increase the prize amount for the Second through Ninth Prizes. A Second through Ninth Prize winner who purchases the Megaplier feature with his or her MEGA MILLIONS ticket shall be paid a prize in the amount of the set prize amount multiplied by the multiplier number for that drawing.

2. Jackpot Prize. The Megaplier feature does not apply to the Jackpot Prize.

(f) The Product Group is authorized to conduct sales promotions in which the multiplier features are changed.

(g) MEGA MILLIONS tickets that win the Second through Ninth Prizes with the Megaplier option will pay the amounts shown below:

<u>Match</u>	<u>Prize</u>	<u>Without Megaplier</u>	<u>With Megaplier 2X</u>	<u>With Megaplier 3X</u>	<u>With Megaplier 4X</u>	<u>With Megaplier 5X</u>
<u>Match 5+0</u>	<u>Second</u>	<u>\$1,000,000</u>	<u>\$2,000,000</u>	<u>\$3,000,000</u>	<u>\$4,000,000</u>	<u>\$5,000,000</u>
<u>Match 4+1</u>	<u>Third</u>	<u>\$10,000</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$40,000</u>	<u>\$50,000</u>
<u>Match 4+0</u>	<u>Fourth</u>	<u>\$500</u>	<u>\$1,000</u>	<u>\$1,500</u>	<u>\$2,000</u>	<u>\$2,500</u>
<u>Match 3+1</u>	<u>Fifth</u>	<u>\$200</u>	<u>\$400</u>	<u>\$600</u>	<u>\$800</u>	<u>\$1,000</u>
<u>Match 3+0</u>	<u>Sixth</u>	<u>\$10</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>
<u>Match 2+1</u>	<u>Seventh</u>	<u>\$10</u>	<u>\$20</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>
<u>Match 1+1</u>	<u>Eighth</u>	<u>\$4</u>	<u>\$8</u>	<u>\$12</u>	<u>\$16</u>	<u>\$20</u>
<u>Match 0+1</u>	<u>Ninth</u>	<u>\$2</u>	<u>\$4</u>	<u>\$6</u>	<u>\$8</u>	<u>\$10</u>

(h) If, with respect to a single MEGA MILLIONS drawing, the total of the MEGA MILLIONS Set Prizes and the Megaplier prizes awarded in a drawing exceeds the percentage of the prize

pools allocated to the Set Prizes, and there are insufficient funds from all sources to pay the Set Prizes for a particular MEGA MILLIONS drawing (including Megaplier prize amounts), then the highest Set Prize (including the Megaplier prize amount) shall become a pari-mutuel prize. If the amount of the highest Set Prize, when paid on a pari-mutuel basis, drops to or below the next highest Set Prize and there are still not sufficient funds to pay the remaining Set Prizes, the next highest Set Prize, including the Megaplier prize amount, shall become a pari-mutuel prize. This procedure shall continue down through all Set Prize levels, if necessary, until all Set Prize levels become pari-mutuel. MEGA MILLIONS and Megaplier prizes will be reduced by the same percentage.

(i) MEGA MILLIONS set prizes that become pari-mutuel will be rounded down so that they can be paid in multiples of whole dollars. Funds remaining after rounding shall be carried forward to the prize pool for the next MEGA MILLIONS drawing.

(j) MEGA MILLIONS with Megaplier prizes shall be paid in single, lump-sum payment, less any applicable federal income tax withholding.

(11) MEGA MILLIONS Play Validation.

(a) In addition to the validation requirements set forth in the Florida Lottery rule governing payment of prizes, the validation requirements set forth in this subsection (11) shall apply to MEGA MILLIONS Plays made on tickets sold in Florida. Plays sold in other jurisdictions may be subject to different requirements. A copy of the current rule governing payment of prizes can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(b) To be a valid Play and eligible to receive a prize, a Play's ticket shall satisfy all the requirements established by the Florida Lottery for validation of winning Plays sold through its computer gaming system and any other validation requirements adopted by the Product Group, the MUSL Board and published as the Confidential MUSL Minimum Game Security Standards. The MUSL and the Party Lotteries, including the Florida Lottery, shall not be responsible for Plays that are altered in any manner.

(c) Under no circumstances will a claim be paid for a prize without an official Mega Millions ticket matching all game Play, serial number and other validation data residing in the Florida Lottery's computer gaming system and such ticket shall be the only valid proof of the purchase and the only valid receipt for claiming or redeeming such prize.

(d) In addition to the above, in order to be deemed a valid, winning Play, all of the following conditions must be met:

1. The validation data must be present in its entirety and must correspond, using the computer validation file, to the

number selections printed on the ticket for the drawing date(s) printed on the ticket;

2. The ticket must be intact;

3. The ticket must not be mutilated, altered, reconstituted, or tampered with in any manner;

4. The ticket must not be counterfeit or an exact duplicate of another winning ticket;

5. The ticket must have been issued by the Florida Lottery, or authorized Florida Lottery retailer on official paper stock of the Florida Lottery;

6. The ticket must not have been stolen;

7. Except as provided herein, the ticket must be submitted for payment in accordance with the Florida Lottery's rule governing payment of prizes. A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011. Subject to the laws and regulations of the Florida Lottery relating to the disclosure of MEGA MILLIONS winners, and at the discretion of the Florida Lottery where disclosure is permitted, the name and city of the winner of a Jackpot prize, or the prize the next level down, will be disclosed in a press conference or in a press release and the winner must participate in a press conference, if requested by the Florida Lottery;

8. The Play data must have been recorded on the Florida Lottery's computer gaming system prior to the drawing and the Play data must match this computer record in every respect. In the event of a contradiction between information as printed on the ticket and as accepted by the Florida Lottery's computer gaming system, the information accepted by the Florida Lottery's computer gaming system shall prevail;

9. The player or computer pick number selections, validation data and the drawing date(s) of an apparent winning Play must appear on the Florida Lottery's official file of winning Plays, and a Play with that exact data must not have been previously paid;

10. The Play must not be misregistered, and the Play's ticket must not be defectively printed or printed or produced in error to an extent that it cannot be processed by the Florida Lottery;

11. The Play must pass validation tests using a minimum of three (3) of the five (5) validation methods as defined in the Mega Millions Finance and Operations Procedures, Section 15. In addition, the Play must pass all other confidential security checks of the Florida Lottery;

12. In submitting a Play for validation, the claimant agrees to abide by applicable laws, all rules and regulations, instructions, conditions and final decisions of the Florida Lottery;

13. There must not be any other breach of the MUSL MM Rules in relation to the Play that the Florida Lottery determines justifies invalidation; and

14. The Play must be submitted to the Florida Lottery.

(e) A Play submitted for validation that fails any of the preceding validation conditions shall be considered void, subject to the following determinations:

1. In all cases of doubt, the determination of the Florida Lottery, shall be final and binding; however, the Florida Lottery is authorized to replace an invalid Play with a Play of equivalent sales price;

2. In the event a defective ticket is purchased or in the event the Florida Lottery determines to adjust an error, the claimant's sole and exclusive remedy shall be the replacement of such defective or erroneous ticket(s) with a Play of equivalent sales price;

3. In the event a Play is not paid by the Florida Lottery and a dispute occurs as to whether the Play is a winning Play, the Florida Lottery is authorized to replace the Play as provided in subparagraph (11)(e)1., above. This shall be the sole and exclusive remedy of the claimant unless the laws or regulations governing the Florida Lottery provide for further review.

(12) MEGA MILLIONS Rules and Prohibitions.

(a) By purchasing a MEGA MILLIONS ticket, a player agrees to comply with and abide by all rules of the Florida Lottery.

(b) Florida MEGA MILLIONS prizes shall be claimed only through a Florida Lottery retailer (for prizes less than \$600) or Lottery office beginning on the first business day following the drawing. The Florida Lottery is not authorized to accept claims or pay prizes for MEGA MILLIONS tickets purchased in other jurisdictions. MEGA MILLIONS prize payments shall be made in accordance with this MEGA MILLIONS rule and the rule of the Florida Lottery governing payment of prizes. A copy of the current payment of prizes rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(c) Subject to a retailer's hours of operation and gaming system availability, MEGA MILLIONS lottery tickets are available for purchase daily between the hours of 6:00 a.m. and 12:00 midnight, Eastern Time (ET). Ticket sales for a specific MEGA MILLIONS drawing will close at 10:00 p.m., ET, on the night of the drawing. Any ticket sold after the close of game will be printed with the next MEGA MILLIONS drawing date.

(d) MEGA MILLIONS tickets, including MEGA MILLIONS tickets purchased using the Play it Again play feature or the Jackpot Combo play feature cannot be canceled.

(13) This emergency rule replaces Emergency Rule 53ER20-27, F.A.C.

(14) The effective date of this emergency rule is April 21, 2020.

Rulemaking Authority 24.105(9)(a), (b), (c), (e), (f), (h), 24.109(1), 24.115(1) FS. Law Implemented, 24.105(9)(a), (b), (c) (e), (f), (h),

24.115(1), 24.124(1) FS. History—New 4-21-20, Replaces 53ER20-27.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.  
EFFECTIVE DATE: April 21, 2020.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**Division of Workforce Services**

RULE NO.: RULE TITLE:

73BER20-1 Employer Assisted Claims

SPECIFIC REASONS FOR FINDING AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY OR WELFARE: The Department has received an unexpected surge in reemployment assistance claims due to COVID-19 that is preventing individuals from being able to submit reemployment assistance claims and receive reemployment assistance benefits in a timely manner.

REASON FOR CONCLUDING THAT THE PROCEDURE IS FAIR UNDER THE CIRCUMSTANCES: Individuals submitting claims are unable to receive benefits in a timely manner, and this process will allow for faster processing of claims while complying with Federal mandates and preserving the claimant’s existing rights under applicable Federal and State law.

SUMMARY: The rule provides for a temporary, emergency process through which an employer may submit mass filings on behalf of its employees.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Adam Callaway at adam.callaway@deo.myflorida.com

THE FULL TEXT OF THE EMERGENCY RULE IS:

73BER20-1 Employer Assisted Claims

(1) Purpose. The purpose of this emergency rule is to provide a process through which employers may notify the Department of a mass separation (as defined herein) and make a group filing on behalf of the employer’s similarly situated employees.

(2) Duration of this Rule. This rule shall no longer be effective upon the earlier to occur of:

(a) The timeframe described in section 120.54(4)(c), F.S.;  
or

(b) The expiration of Governor’s Executive Order 20-52;  
or

(c) The date a final rule, if any, has been adopted pursuant to section 120.54, F.S., concerning the same subject matter herein.

(3) Definitions. For purposes of this rule:

(a) “Employer Assisted Claim” means an initial claim filed by an employer on behalf of its employees in accordance with this rule.

(b) “Mass separation” means the full, partial, permanent or temporary separation of 1,000 or more full time employees from the same employing unit, at or around the same time, due to circumstances related to COVID-19.

(4) Effective Date of Claim. The effective date of an initial Employer Assisted Claim will be the Sunday immediately preceding the date on which the unemployment began.

(5) Payments. Weeks of benefits paid to a claimant pursuant to an Employer Assisted Claim will count towards that claimant’s total eligible benefits.

(6) Claimant Reports.

(a) A claimant covered by an Employer Assisted Claim must complete their application within 30 days after the filing was initiated by the employer. The Department may waive the 30-day deadline upon a showing of good cause.

(b) Nothing provided for herein limits, alters, or amends a claimant’s rights provided for in section 443 of the Florida Statutes with respect to a hearing if a claimant is denied a claim.

(7) Employer Assisted Claim.

(a) Initiation. An employer that commences a mass separation because of circumstances related to COVID-19 may initiate an Employer Assisted Claim by submitting, including but not limited to, the following information for all employees subject to the mass separation:

1. The employer is filing because of COVID-19;

2. First and last name and other last names they have worked under in the last 18 months;

3. Social Security Number (SSN) and other SSNs they have worked under in the last 18 months;

4. Gender;

5. Mailing Address (includes street address, city, state, zip code, county, and country);

6. Date of Birth;

7. Citizenship status;

8. Job title;

9. Type of employment;

10. Employment start date;

11. Employment end date;

12. Reason for separation;

13. Severance payments;

14. Earnings (Report gross wages—amount of pay before deductions— for any work they performed during the week for which you are filing AND earnings from other employment. Report any leave pay, vacation pay, holiday pay, and/or gross earnings during the week in which it was earned, NOT during the week it was paid to the employee. Income for Social Security benefits, jury duty income, and pay for weekend military reserve duty should not be reported as earnings;

15. Alien registration information for non-citizens of the United States:

16. Employer name:

17. Employer Identification Number; and

18. Employer’s legal address.

(b) Form of Submission. Due to the sensitive nature of the information, an employer must submit employee information through secure means as approved by the Department.

(c) Initial Claim. An employer must file an initial Employer Assisted Claim within 10 days after the date the unemployment due to mass separation begins.

(d) Duration. An employer may provide an Employer Assisted Claim until this rule expires pursuant to s. 120.54, F.S. Upon expiration of this rule, no employer may file an Employer Assisted Claim.

(e) Affidavit. For each initial claim submitted by an employer, the employer must complete the Employer Instructions and Attestation in the format set forth below:

EMPLOYER INSTRUCTIONS AND ATTESTATION

Instructions:

This process addresses the temporary changes to Florida’s Reemployment Assistance Claim Filing instructions due to COVID-19. The employer will need to initiate the submission of the employees’ claim. Please communicate with your employee to gather the required information. It is the employer’s responsibility to tell their employee the claim has been initiated and how the employee can receive payments.

Eligibility:

You may submit partial claims for employees who are temporarily laid off due to a lack of work. To the best of your knowledge, do NOT submit claims for employees who:

- will be paid for the temporary layoff period, e.g., paid salary, paid sick leave, paid vacation or paid family leave.
- are/were on scheduled leave prior to the layoff period, e.g., a leave of absence or medical leave.
- employed by a temporary agency and are currently working at your place of business.
- were employed in another state in the last 18 months.

(Employees should be directed to Apply for Reemployment Assistance Benefits online)

• were employed with the federal government or on active military service in the last 18 months. (Employees should be directed to Apply for Reemployment Assistance Benefits online)

When You File:

• Accurately report each employee’s information in accordance with emergency rule 73BER20-1. Each employee’s

name, social security number (SSN), and date of birth must match the Social Security Administration’s records.

Advise Your Employees:

- They have two options of receiving their benefits: direct deposit or prepaid debit card.
- Employees choosing direct deposit must enter their direct deposit information into CONNECT.
- They can elect to have taxes withheld by the Department.
- Reemployment Assistance benefits are paid on a biweekly basis.
- There must be seven days between payment week ending dates.
- Report any vacation pay, holiday pay, and/or earnings during the week in which it was earned, NOT during the week it was paid to the employee.
- Report any additional income employees are receiving to the Department, except Social Security benefits, jury duty income, and pay for weekend military reserve duty.
- Reemployment Assistance benefits will stop when the employment resumes.

Employer Requirements:

- I am an employer in the State of Florida.
- I am filing this claim on behalf of multiple employees.
- I understand this process was put in place by the Department as a temporary process in response to COVID-19, and this process will only last until the state resumes normal procedures for filing unemployment claims, but not more than 90 days from the effective date of emergency rule 73BER20-1.
- I understand that if I have any questions about eligibility, payments, or the unemployment program, I can go to [floridajobs.org](http://floridajobs.org).

Employer Attestation for Filing Reemployment Assistance Certifications for Employees

I hereby certify that the individuals submitted for Reemployment Assistance benefits this week are employees of the employer who are not currently working for the employer.

I understand that the law provides penalties for submitting false claims. I further understand that under the Rules of the Department, any employer found to be abusing the purpose and intent of the Employer Assisted Claim mechanism will be prohibited from using this mechanism from the time of discovery of the violation.

Employer \_\_\_\_\_ Account \_\_\_\_\_ Number: \_\_\_\_\_

Employer First and Last Name:

Employer E-mail Address:

Signature:

Date:

Rulemaking Authority 443.091 FS. Laws Implemented 443.036, 443.091, 443.101, 443.111, FS. History—New 4-20-20.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE. EFFECTIVE DATE: 4/20/2020

Section V
Petitions and Dispositions Regarding Rule Variance or Waiver

WATER MANAGEMENT DISTRICTS
Suwannee River Water Management District
RULE NO.: RULE TITLE:
40B-4.3030 Conditions for Issuance of Works of the District Permits

NOTICE IS HEREBY GIVEN that on March 26, 2020, the Suwannee River Water Management District, received a petition for a variance from John and Mary Greist, 1210 NW 78 Ave, Bell, FL. Pursuant to Section 120.542, F.S., Petitioner is seeking a variance from subsection 40B-4.3030(7), F.A.C., which provides that no fill material shall be placed above the natural grade of the ground except for minor amounts of fill which are less than or equal to 100 square feet of the cross-sectional area of the floodway. The project is located in Section 29, Township 8S, Range 14E of Gilchrist County and has been assigned permit number WOD-041-209782-2 John Greist Fill and Associated Structures.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Tilda Musgrove, Business Resource Specialist, Suwannee River Water Management District, 9225 CR 49, Live Oak, FL 32060, (386)362-1001 or 1(800)226-1066 in Florida only.

DEPARTMENT OF FINANCIAL SERVICES
Division of Funeral, Cemetery, and Consumer Services
RULE NO.: RULE TITLE:

69K-18.003 Concurrent Internships.
NOTICE IS HEREBY GIVEN that on February 10, 2020, the Division of Funeral, Cemetery, and Consumer Services, received a petition for waiver of certain requirements of Rule 69K-18.003, F.A.C. The petition was filed on behalf of Albert

McWhite II, who had previously been issued a funeral director and embalmer internship license in 2007. The license is valid for one year. Mr. McWhite failed to complete the internship, and is seeking a waiver of Rule 69K-18.003, F.A.C., which provides that only one internship per person is allowed. This matter will be heard during the May 7, 2020, meeting of the Board of Funeral, Cemetery, and Consumers Services. This meeting will take place via teleconference.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Misty Burch at (850)413-4991.

Section VI
Notice of Meetings, Workshops and Public Hearings

DEPARTMENT OF LEGAL AFFAIRS
Division of Victim Services and Criminal Justice Programs
The Council on the Social Status of Black Men and Boys announces a telephone conference call to which all persons are invited.

DATE AND TIME: Wednesday, April 22, 2020, 3:00 p.m. – 4:00 p.m.

PLACE: Toll Free Dial in Number: 1(888)585-9008, Conference Code: 428-345-081

GENERAL SUBJECT MATTER TO BE CONSIDERED: Council Special Called Teleconference with Doctor Cynthia Harris of Florida A&M University

The Council shall make a systematic study of the conditions affecting black men and boys, including, but not limited to, homicide rates, arrest and incarceration rate, poverty, violence, drug abuse, death rates, disparate annual income levels, school performance in all grade levels including postsecondary levels, and health issues.

A copy of the agenda may be obtained by contacting: http://www.cssbmb.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: contact the Bureau of Criminal Justice Programs at (850) 414-3300. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: contact the Bureau of Criminal Justice Programs at (850)414-3300.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Office of Energy
The Office of Energy announces a telephone conference call to which all persons are invited.

DATE AND TIME: Tuesday, April 28, 2020, 10:00 a.m. – 11:00 a.m.

PLACE: GoToMeeting link:  
<https://global.gotomeeting.com/join/803063461>

Use your computer microphone and speakers for audio, or call in using your telephone: (646)749-3122, ACCESS CODE: 803-063-461#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The webinar will cover the scope of work for the Florida EV Roadmap, based on the input provided at the EV Stakeholder Meeting last year. We will also discuss the necessary collaborations and considerations that will go into the roadmap that will ultimately serve the end users.

A copy of the agenda may be obtained by contacting: NA  
 For more information, you may contact: April Groover Combs at [April.GrooverCombs@fdacs.gov](mailto:April.GrooverCombs@fdacs.gov) or (850)617-7470.

DEPARTMENT OF EDUCATION

Commission for Independent Education

The Commission for Independent Education announces a public meeting to which all persons are invited.

DATE AND TIME: Wednesday, April 29, 2020, 8:00 a.m. – 5:00 p.m. ET

PLACE: Virtual via GoToWebinar, Commission for Independent Education

Please register for Commission for Independent Education on Apr 29, 2020 8:00 AM EDT at:

<https://attendee.gotowebinar.com/register/6029451693236779536>

After registering, you will receive a confirmation email containing information about joining the webinar.

2. Choose one of the following audio options:

TO USE YOUR COMPUTER'S AUDIO: When the webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.

--OR--

TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.

United States: (415)655-0052, Access Code: 935-456-185, Audio PIN: Shown after joining the webinar, Webinar ID: 862-985-227

GENERAL SUBJECT MATTER TO BE CONSIDERED: On April 29, 2020, 8:00 a.m. the Commission for Independent Education will consider All Degree Granting Institutions and all Non-Degree granting Institutions for the following: Disciplinary Matters, Informal Hearings, Institutions Ordered to Appear Back Before the Commission, New Applications for Licensure, Institutional Applications for Program Modifications and Additional Programs, Applications for Annual License, Motions for Extension of License, Motions for

Request for Extension of Time to Comply with Contingencies, Reports, Approved Applicant Letters Sent, Licenses Sent, Closed Schools, Agent Training Programs, Annual Renewals, Extension of Annual Licenses, Licenses by Means of Accreditation, Annual Reviews of License By Means of Accreditation, Substantive Change Applications, Name Change Applications, Attorney and Executive Director Reports, Applications for Exemption for Religious Colleges, Informal Hearings, Improper School Closure Reports, Rules Committee report and vote on proposed language and the General Business of the Commission. Public Comment: The Commission is committed to promoting transparency and public input during its public meetings. Speakers are requested to submit a written comment by e-mailing Executive Director, Sam Ferguson, at [Susan.Hood@fldoe.org](mailto:Susan.Hood@fldoe.org) one(1) business day before the meeting and to indicate whether they represent a group or faction. The Commission will hear public comment only regarding issues on the agenda. Individuals and representatives of groups will generally be allotted three minutes, but the time may be extended or shortened at the discretion of the Chair. The Chair may impose a cumulative time limit for all public comment on any agenda item.

A copy of the agenda may be obtained by contacting: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400.

STATE BOARD OF ADMINISTRATION

The Florida Commission on Hurricane Loss Projection Methodology announces a telephone conference call to which all persons are invited.

DATE AND TIME: Tuesday, April 28, 2020, 9:00 a.m. ET until conclusion of meeting



PLACE: Conference Call in Number: 1(888)585-9008, Participant Code 973-664-296.

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** The Commission will discuss the flood model submissions received under the standards and acceptability process for 2017. In addition, other general business of the Commission will be addressed.

A copy of the agenda may be obtained by contacting: Heidi Hinz, Florida Hurricane Catastrophe Fund, P.O. Drawer 13300, Tallahassee, FL 32317-3300, heidi.hinz@sbafla.com, (850)413-1332.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Heidi Hinz at the number or email listed above. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### PUBLIC SERVICE COMMISSION

The FLORIDA PUBLIC SERVICE COMMISSION announces a Special Commission Conference in the following docket, to which all interested persons are invited.

**DOCKET NO:** 20200001-EI Fuel and purchased power cost recovery clause with generating performance incentive factor.

**DATE AND TIME:** Tuesday, April 28, 2020, 9:30 a.m.

**PLACE:** Room E-148, Betty Easley Conference Center, 4075 Esplanade Way, Tallahassee, Florida.

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** To consider and make a decision regarding the requests of Duke Energy Florida, LLC; Florida Power & Light Company; Gulf Power Company; and Tampa Electric Company to make mid-course correction adjustments to reduce their fuel factors to recognize lower natural gas prices than those the companies had projected.

**LEGAL AUTHORITY AND JURISDICTION:** Chapters 120, 350 and 367, F.S. The Special Commission Conference Notice, Agenda, related documents, and contact information are available at [www.floridapsc.com](http://www.floridapsc.com).

**ADA:** In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 or (850)413-6770 (Florida Relay Service, 1(800)955-8770 Voice or 1(800)955-8771 TDD). Assistive Listening Devices are available upon request from the Office of Commission Clerk, Gerald L. Gunter Building, Room 152.

**SPECIAL COVID-19 CONSIDERATIONS:** As the Governor of the State of Florida and Leon County have declared a state

of emergency due to the COVID-19 Pandemic, the Commission must limit the manner in which the public may participate or view the Conference. As always, the public may view a live stream of the Conference online using the link available at <http://www.floridapsc.com/Conferences/AudioVideoEventCoverage>. Due to these extraordinary circumstances, however, no member of the public may attend in person. Any interested person who would like to participate telephonically on any item on the Conference agenda should contact the Office of General Counsel at (850)413-6199 no later than 12:00 Noon on April 27, 2020. Interested persons may also file written comments in the applicable docket file for all matters to be taken up by the Commission, except any post-hearing recommendation. Any written comments must be filed no later than 12:00 Noon on April 27, 2020.

**ADA:** In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 or (850)413-6770 (Florida Relay Service, 1(800)955-8770 Voice or 1(800)955-8771 TDD). Assistive Listening Devices are available upon request from the Office of Commission Clerk, Gerald L. Gunter Building, Room 152.

**EMERGENCY CANCELLATION OF CONFERENCE:** If a named storm or other disaster requires cancellation of the Conference, Commission staff will attempt to give timely notice. Notice of cancellation will be provided on the Commission's website ([www.floridapsc.com](http://www.floridapsc.com)) under the Hot Topics link on the home page. Cancellation can also be confirmed by calling the Office of Commission Clerk at (850)413-6770.

#### DEPARTMENT OF ELDER AFFAIRS

Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME:** \*CHANGE\* West Central meeting has been changed to May 1, 2020, 10:30 a.m. – 11:30 a.m.

**PLACE:** \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** West Central Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399; Telephone: (850)414-2323 or Email: [LTCOPInformer@elderaffairs.org](mailto:LTCOPInformer@elderaffairs.org).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the

agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The South Dade & Florida Keys Council Meeting has been changed to May 8, 2020, 12:00 Noon – 1:00 p.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** South Dade & Florida Keys Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The Palm Beach Council Meeting has been changed to May 11, 2020, 11:00 a.m. – 12:00 Noon

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Palm Beach Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please

contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The First Coast Council Meeting has been changed to May 12, 2020, 10:00 a.m. – 11:00 a.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** First Coast Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The Southwest Council Meeting has been changed to May 12, 2020, 11:15 a.m. – 12:15 p.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Southwest Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## DEPARTMENT OF ELDER AFFAIRS

## Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The East Central Council Meeting has been changed to May 12, 2020, 12:30 p.m. – 1:30 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: East Central Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## DEPARTMENT OF ELDER AFFAIRS

## Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The Broward Council Meeting has been changed to May 12, 2020, 1:45 p.m. – 2:45 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: Broward Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## DEPARTMENT OF ELDER AFFAIRS

## Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The Pasco & Pinellas Council Meeting has been changed to May 13, 2020, 10:00 a.m. – 11:00 a.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: Pasco & Pinellas Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## DEPARTMENT OF ELDER AFFAIRS

## Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The First Coast South Council Meeting has been changed to May 13, 2020, 11:15 a.m. – 12:15 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: First Coast South Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## DEPARTMENT OF ELDER AFFAIRS

## Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The Panhandle Council Meeting has been changed to May 13, 2020, 1:00 p.m. – 2:00 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: Panhandle Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF ELDER AFFAIRS

Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The North Dade Council Meeting has been changed to May 14, 2020, 10:00 a.m. – 10:45 a.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: North Dade Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF ELDER AFFAIRS

Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The Brevard Council Meeting has been changed to May 14, 2020, 11:00 a.m. – 12:00 Noon

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: Brevard Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF ELDER AFFAIRS

Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The Mid & South Pinellas Council Meeting has been changed to May 14, 2020 12:15 p.m. – 1:15 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: Mid & South Pinellas Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF ELDER AFFAIRS

Long-Term Care Ombudsman Program

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

DATE AND TIME: \*CHANGE\* The South Central Council Meeting has been changed to May 14, 2020, 1:30 p.m. – 2:30 p.m.

PLACE: \*VENUE CHANGE\* The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

GENERAL SUBJECT MATTER TO BE CONSIDERED: South Central Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The Treasure Coast Council Meeting has been changed to May 18, 2020, 10:00 a.m. – 11:00 a.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Treasure Coast Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The Withlacoochee Council Meeting has been changed to May 19, 2020, 10:00 a.m. – 11:00 a.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Withlacoochee Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The North Central Council Meeting has been changed to May 21, 2020, 1:00 p.m. – 2:00 p.m.

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** North Central Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

**DEPARTMENT OF ELDER AFFAIRS**

**Long-Term Care Ombudsman Program**

The Long-Term Care Ombudsman Program announces a telephone conference call to which all persons are invited.

**DATE AND TIME: \*CHANGE\*** The Northwest Council Meeting has been changed to May 28, 2020, 9:30 a.m. – 10:30 a.m. CT

**PLACE: \*VENUE CHANGE\*** The meeting will no longer be held in person due to COVID-19. The meeting will be held telephonically: Place: Conference Call. Call in: 1(888)585-9008, Participant Passcode: 767510585

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Northwest Council Business

A copy of the agenda may be obtained by contacting: DOEA, 4040 Esplanade Way, Tallahassee, FL 32399, telephone: (850)414-2323 or email: LTCOPInformer@elderaffairs.org.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 72 hours before the workshop/meeting by

contacting: If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

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**AGENCY FOR HEALTH CARE ADMINISTRATION**

Health Facility and Agency Licensing

**RULE NO.: RULE TITLE:**

59A-35.110 Reporting Requirements; Electronic Submission  
The AGENCY FOR HEALTH CARE ADMINISTRATION announces a hearing to which all persons are invited.

**DATE AND TIME:** August 4, 2020, 9:30 a.m. – 10:30 a.m.

**PLACE:** Agency for Health Care Administration 2727 Mahan Drive, Tallahassee, FL 32308 Building #2, Conference Room C-41

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** The Agency is proposing to amend Rule 59A-35.110, F.A.C., to incorporate a form for annual incident reporting for hospitals and ambulatory surgical centers. The rule amendments also add language regarding penalties for late submission of reports for assisted living facilities and nursing homes.

A copy of the agenda may be obtained by contacting: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com.

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**AGENCY FOR HEALTH CARE ADMINISTRATION**

Health Facility and Agency Licensing

**RULE NO.: RULE TITLE:**

59A-12.012 Internal Risk Management Program

The AGENCY FOR HEALTH CARE ADMINISTRATION announces a hearing to which all persons are invited.

**DATE AND TIME:** August 4, 2020, 10:30 a.m. – 11:30 a.m.

**PLACE:** Agency for Health Care Administration 2727 Mahan Drive, Tallahassee, FL 32308 Building #2, Conference Room C-41

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** The Agency is proposing to amend Rule 59A-12.012, F.A.C., to amend an online annual incident reporting form removing the required license number of risk managers for health maintenance organizations, and to strike the requirement of

HMOs with an annual premium of \$10 million or more to employ or contract with a licensed risk manager due to the deregulation of this profession.

A copy of the agenda may be obtained by contacting: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Kim Stewart at (850)412-3492 or via email at kimberly.stewart@ahca.myflorida.com.

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**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Building Code Administrators and Inspectors Board

The Building Code Administrators and Inspectors Board announces a telephone conference call to which all persons are invited.

**DATE AND TIME:** May 8, 2020, 9:00 a.m. ET

**PLACE:** Telephone Conference Call, Telephone Number: 1(888)585-9008, Conference Room Number: 241-687-833

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Building Code Administrators and Inspectors Board will review Continuing Education Applications, Informal Hearings, Request for Extensions, proposed rule/language changes due to HB 1193 and other general business.

A copy of the agenda may be obtained by contacting: Myfloridalicense.com - Businesses & Professions - Building Code Administrators & Inspectors - Board Meeting Information.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Department of Business and Professional Regulation, Building Code Administrators and Inspectors Board, 2601 Blair Stone Road, Tallahassee FL 32399, or by calling (850)717-1980. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the

proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Department of Business and Professional Regulation, Building Code Administrators and Inspectors Board, 2601 Blair Stone Road, Tallahassee FL 32399, or by calling (850)717-1980.

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**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**Florida Building Commission**

The Florida Building Commission, Structural Technical Advisory Committee concurrently with the Hurricane Research Advisory Committee, announces a public meeting to which all persons are invited.

**DATE AND TIME:** April 30, 2020, 9:00 a.m.

**PLACE:** Meetings to be conducted using communications media technology, specifically teleconference and webinar: Join the meeting at <https://global.gotomeeting.com/join/533378925>. Join the conference call: United States (toll-free): 1(866)899-4679; Meeting ID / Access Code: 533-378-925; public point of access 2601 Blair Stone Road, Tallahassee, Florida.

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** To review and accept the interim draft reports for the following research projects:

-Wind-Driven Rain Tests of Building Envelope Systems up to Hurricane Strength Wind-Driven Rain Intensity

-Update and Development of Wind Speed Line Maps for the Florida Building Code, 7th Edition (2020)

-Hurricane Michael Data Enhancement (Phase II), Performance of Modular Houses and Review of FEMA Recovery Advisory Hurricane Research Advisory Committee (Separately)

Recommend and discuss potential research topics for consideration by the Building Commission.

Other Committee Business on the agenda.

A copy of the agenda may be obtained by contacting: Joe Bigelow, as set forth below or on the Commission website.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Ms. Barbara Bryant, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Joe Bigelow, Building Codes and Standards Office, Division of Professions, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399, (850)487-1824, fax: (850)414-8436; or access information on the Commission's website, <https://floridabuilding.org/c/default.aspx>.

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**DEPARTMENT OF HEALTH**

**Division of Environmental Health**

The Department of Health announces a public meeting to which all persons are invited.

**DATE AND TIME:** May 13, 2020, 9:30 a.m. – 3:00 p.m., ET or until completed, whichever is first

**PLACE:** Call-in phone number is: 1(888)585-9008, Conference room number: 754-420-028. Your line will automatically be placed on mute, press \*2 to unmute your line to speak then \*2 to re-mute line as a courtesy. Please do not put your line on hold.

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Due to current meeting restrictions, the May 13, 2020 meeting, originally noticed in the Florida Administrative Register on 12/31/2019 (Volume 45/252, Notice 22767566) will take place via conference call only.

DOH Public Swimming Pool Advisory Board will review, discuss and make recommendations to the department regarding applications submitted by owners/agents for variance from the state's public swimming pool codes.

Submission deadline: To be placed on the May 13, 2020 agenda, the applicant will need to submit eight hard copies of a completed variance application and application fee to August Ursin by close of business May 1, 2020.

**Note: NO "WALK-IN VARIANCE" APPLICATIONS WILL BE ACCEPTED AT THE MAY 13, 2020 MEETING**

A copy of the agenda may be obtained by contacting: Mr. August Ursin, (850)901-6517, [august.ursin@flhealth.gov](mailto:august.ursin@flhealth.gov) or by writing to DOH, 4052 Bald Cypress Way, Bin A08, Tallahassee, FL 32399-1710.

**NOTE:** The Agenda will not be available until a week prior to the meeting.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the

agency at least 3 days before the workshop/meeting by contacting: August Ursin as listed above. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: August Ursin as listed above.

**DEPARTMENT OF HEALTH**

Division of Family Health Services

The Florida Department of Health, Community Health Promotion, Florida Coordinating Council for the Deaf and Hard of Hearing, (FCCDHH) announces a public meeting to which all persons are invited.

DATE AND TIME: Thursday, May 7, 2020, 9:00 a.m. – 6:00 p.m.

PLACE: The FCCDHH Quarterly Council Meeting will be held Remotely via telephone conference call. The meeting may be accessed via Conference Call: 1(888)299-2873, Conference Room Code: 996761858.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Coordinated Council for the Deaf and Hard of Hearing (FCCDHH) is mandated by Florida Statue 413.271 to serve as an advisory and coordinating body which recommends policies that address the needs of Florida's community who are deaf, hard of hearing, late deafened, or have combined hearing and vision loss. The purpose of the Quarterly Council Meeting will be to provide Committee updates, deliver presentations by Community Experts, and Public Forum. Communication Access Real-time Translation Services: (CART) will be provided remotely via: <http://streamtext.net/player?event=FCCDHH>.

The meeting may be accessed via Conference Call: 1(888)299-2873, Conference Room Code: 996761858.

A copy of the agenda may be obtained by contacting: Tiffany Baylor at (850)245-4048.

**DEPARTMENT OF CHILDREN AND FAMILIES**

The Department of Children and Families announces a public meeting to which all persons are invited.

DATE AND TIME: Friday, April 24, 2020, 8:30 a.m.

PLACE: CALL IN conference call ONLY, 1(888)585-9008, code 191 850 997

GENERAL SUBJECT MATTER TO BE CONSIDERED: on-going Lee County Community Alliance business

A copy of the agenda may be obtained by contacting: Stephanie Jones.

For more information, you may contact: [Stephanie.Jones@myflfamilies.com](mailto:Stephanie.Jones@myflfamilies.com).

**DEPARTMENT OF CHILDREN AND FAMILIES**

Refugee Services

The Jacksonville Area Refugee Task Force announces a public meeting to which all persons are invited.

DATE AND TIME: Wednesday, May 13, 2020, 1:30 p.m. – 3:30 p.m.

PLACE: Meeting will take place via teleconference call:

Call in Phone Number: 1(888)585-9008, Conference Room Number: 951-031-034

GENERAL SUBJECT MATTER TO BE CONSIDERED: The purpose of the Jacksonville Area Refugee Task Force meeting is to increase awareness of the refugee populations, share best practices, spot trends in refugee populations, build collaborations between agencies, help create good communication among service providers, get informed about upcoming community events, and discuss refugee program service needs and possible solutions to meeting those needs.

A copy of the agenda may be obtained by contacting: LeAndra Stafford at (904)485-9540 or David Draper at (407)317-7335.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: LeAndra Stafford at (904)485-9540 or David Draper at (407)317-7335. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: LeAndra Stafford at (904)485-9540 or David Draper at (407)317-7335.

**FISH AND WILDLIFE CONSERVATION COMMISSION**

The Fish and Wildlife Conservation Commission announces a public meeting to which all persons are invited.

DATES AND TIMES: Friday, May 8, 1:00 p.m. – 3:00 p.m. ET; Monday, May 11, 10:00 a.m. – 12:00 Noon ET

PLACE: This is the first of two workshops that will be broadcast via webinars. All webinars will have the same presentation. Information on joining the webinar will be available at

<https://myfwc.com/wildlifehabitats/wildlife/species-guidelines>. Participation in the webinar will require access to a computer.

This is the second of two workshops that will be broadcast via webinars. All webinars will have the same presentation. Information on joining the webinar will be available at <https://myfwc.com/wildlifehabitats/wildlife/species-guidelines>. Participation in the webinar will require access to a computer.



**GENERAL SUBJECT MATTER TO BE CONSIDERED:** The Commission will present draft Species Conservation Measures and Permitting Guidelines for 8 species included in Florida’s Imperiled Species Management Plan. This includes draft guidelines for the gopher frog; Florida mouse; mangrove rivulus; Suwannee cooter; Lower Keys populations of the red rat snake, peninsula ribbonsnake, and striped mud turtle; and a revised set of guidelines for the Florida pine snake. These guidelines outline biological background, recommended survey methodology, and voluntary conservation practices designed to improve conditions for these species. The webinars will provide the public an opportunity to provide feedback and offer suggestions on the proposed guidelines. Comments can also be sent to [Imperiled@MyFWC.com](mailto:Imperiled@MyFWC.com).

A copy of the agenda may be obtained by contacting: An email to [Imperiled@MyFWC.com](mailto:Imperiled@MyFWC.com).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: the ADA Coordinator at (850)488-6411. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Kelly O’Connor at [Kelly.Oconnor@MyFWC.com](mailto:Kelly.Oconnor@MyFWC.com) or by calling (850) 488-3831.

**FLORIDA INDEPENDENT LIVING COUNCIL**

The Florida Independent Living Council, Inc. announces a public meeting to which all persons are invited.

**DATE AND TIME:** FILC Meeting, Thursday, April 23, 2020, 9:00 a.m. – 11:00 a.m.

**PLACE:** Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/768420613>

You can also dial in using your phone. United States (Toll Free): 1(866)899-4679, United States: +1 (224) 501-3318, Access Code: 768-420-613

Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or [inroomlink.goto.com](http://inroomlink.goto.com), Meeting ID: 768 420 613 OR dial directly: 768420613@67.217.95.2 or 67.217.95.2##768420613 New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/768420613>

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Business of FILC

Persons who want to be notified of such meetings may request to be put on the mailing list for such notices by contacting Jenny

Bopp at [jenny@floridasilc.org](mailto:jenny@floridasilc.org) or the telephone numbers listed below. A copy of the agenda may be obtained by contacting: Florida Independent Living Council, 1882 Capital Circle NE, Suite 202, Tallahassee, Florida 32308, (850)488-5624 or Toll Free 1(877)822-1993.

A copy of the agenda may be obtained by contacting: Pursuant to the Americans with Disabilities Act, accommodations for persons with disabilities are available upon request. If you have a disability and require a reasonable accommodation to fully participate in this event, please contact Beth Meyer, PA, ADA at [beth@floridasilc.org](mailto:beth@floridasilc.org), or (850)488-5624 to discuss your accessibility needs. Please allow 5 business days’ notification to process: last minute requests will be accepted, but may not be possible to fulfill.

**Section VII**

**Notice of Petitions and Dispositions  
Regarding Declaratory Statements**

**DEPARTMENT OF HEALTH**

Board of Nursing

NOTICE IS HEREBY GIVEN that the Board of Nursing has received the petition for declaratory statement from Yana Lyonnais, R.N., filed on April 16, 2020, The petition seeks the agency’s opinion as to the applicability of paragraph 464.003(18)(a), F.S. as it applies to the petitioner.

The Petitioner seeks a Declaratory Statement from the Board with regard to whether it is within the scope of practice of a registered nurse as defined in paragraph 464.003(18)(a) F.S., to administer injections of dermal fillers and botulinum toxin. Except for good cause shown, motions for leave to intervene must be filed within 21 days after the publication of this notice. A copy of the Petition for Declaratory Statement may be obtained by contacting: Joe R. Baker, Jr., Executive Director, Board of Nursing, 4052 Bald Cypress Way, Bin #C02, Tallahassee, Florida 32399, [info@floridasnursing.gov](mailto:info@floridasnursing.gov), or by telephone at (850)245-4125.

**DEPARTMENT OF FINANCIAL SERVICES**

Finance

NOTICE IS HEREBY GIVEN that the Florida Office of Financial Regulation has received the petition for declaratory statement from Tesori, LLC. The petition seeks the agency’s opinion as to the applicability of Chapter 560, Florida Statutes, as it applies to the petitioner.

On 4/17/2020, the Florida Office of Financial Regulation (Consumer Finance) received a Petition for Declaratory

Statement from Tesori, LLC. The petition seeks a declaratory statement from the Office whether its business model (to offer the remote exchange of U.S. dollar-denominated fiat currency for bitcoin-denominated cryptocurrency via domestic bank wire transfer) falls under the Florida Money Transmitter Statute, Chapter 560, Florida Statutes.

A copy of the Petition for Declaratory Statement may be obtained by contacting: Agency Clerk, Office of Financial Regulation, P.O. Box 8050, Tallahassee, Florida 32314-8050, (850)410-9889, Agency.Clerk@flofr.com

Please refer all comments to: Agency Clerk, Office of Financial Regulation, P.O. Box 8050, Tallahassee, Florida 32314-8050, (850)410-9889, Agency.Clerk@flofr.com.

**Section VIII**

**Notice of Petitions and Dispositions Regarding the Validity of Rules**

Notice of Petition for Administrative Determination has been filed with the Division of Administrative Hearings on the following rules:

**NONE**

Notice of Disposition of Petition for Administrative Determination has been filed with the Division of Administrative Hearings on the following rules:

**NONE**

**Section IX**

**Notice of Petitions and Dispositions Regarding Non-rule Policy Challenges**

**NONE**

**Section X**

**Announcements and Objection Reports of the Joint Administrative Procedures Committee**

**NONE**

**Section XI**

**Notices Regarding Bids, Proposals and Purchasing**

**NONE**

**Section XII  
Miscellaneous**

**DEPARTMENT OF STATE**

Index of Administrative Rules Filed with the Secretary of State Pursuant to subparagraph 120.55(1)(b)6. – 7., F.S., the below list of rules were filed in the Office of the Secretary of State between 3:00 p.m., Tuesday, April 14, 2020 and 3:00 p.m., Monday, April 20, 2020.

<b>Rule No.</b>	<b>File Date</b>	<b>Effective Date</b>
1ER20-3	4/17/2020	4/17/2020
1A-39.001	4/17/2020	5/7/2020
1T-1.001	4/17/2020	5/7/2020
1T-1.036	4/17/2020	5/7/2020
1T-1.039	4/17/2020	5/7/2020
1T-1.040	4/17/2020	5/7/2020
1T-1.042	4/17/2020	5/7/2020
5B-57.013	4/14/2020	5/4/2020
5JER20-3	4/14/2020	4/14/2020
5L-1.003	4/14/2020	5/4/2020
6A-1.09412	4/15/2020	5/5/2020
6A-1.09441	4/15/2020	5/5/2020
6A-1.0955	4/15/2020	5/5/2020
6E-2.009	4/15/2020	5/5/2020
6E-4.005	4/15/2020	5/5/2020
6M-4.740	4/15/2020	5/5/2020
6M-4.741	4/15/2020	5/5/2020
6N-1.001	4/15/2020	5/5/2020
6N-1.002	4/15/2020	5/5/2020
6N-1.003	4/15/2020	5/5/2020
6N-1.004	4/15/2020	5/5/2020
11B-14.003	4/15/2020	5/5/2020
11B-27.0011	4/15/2020	5/5/2020
11B-27.002	4/15/2020	5/5/2020

11B-27.00212	4/15/2020	5/5/2020
11B-27.0022	4/15/2020	5/5/2020
11B-27.005	4/15/2020	5/5/2020
11B-27.014	4/15/2020	5/5/2020
11B-35.001	4/15/2020	5/5/2020
11B-35.0011	4/15/2020	5/5/2020
11B-35.002	4/15/2020	5/5/2020
11B-35.0024	4/15/2020	5/5/2020
11B-35.003	4/15/2020	5/5/2020
11B-35.009	4/15/2020	5/5/2020
11C-6.009	4/15/2020	5/5/2020
11C-7.006	4/15/2020	5/5/2020
11C-7.007	4/15/2020	5/5/2020
11C-7.009	4/15/2020	5/5/2020
11C-7.010	4/15/2020	5/5/2020
11C-7.012	4/15/2020	5/5/2020
11C-7.013	4/15/2020	5/5/2020
11C-11.001	4/15/2020	5/5/2020
11D-11.001	4/15/2020	5/5/2020
11D-11.002	4/15/2020	5/5/2020
53ER20-31	4/16/2020	4/17/2020
53ER20-32	4/20/2020	4/21/2020
61G15ER20-4	4/15/2020	5/5/2020
63D-8.001	4/14/2020	5/4/2020
63D-9.001	4/14/2020	5/4/2020
63D-9.002	4/14/2020	5/4/2020
63D-9.003	4/14/2020	5/4/2020
63D-9.004	4/14/2020	5/4/2020
63D-9.005	4/14/2020	5/4/2020
63D-9.006	4/14/2020	5/4/2020
63D-10.001	4/14/2020	5/4/2020
63D-10.002	4/14/2020	5/4/2020

63D-10.003	4/14/2020	5/4/2020
63D-10.0035	4/14/2020	5/4/2020
63D-10.004	4/14/2020	5/4/2020
63D-10.005	4/14/2020	5/4/2020
63D-10.006	4/14/2020	5/4/2020
63D-11.001	4/14/2020	5/4/2020
63D-11.002	4/14/2020	5/4/2020
63D-11.003	4/14/2020	5/4/2020
63D-11.004	4/14/2020	5/4/2020
63D-11.005	4/14/2020	5/4/2020
63D-11.006	4/14/2020	5/4/2020
63D-11.007	4/14/2020	5/4/2020
63D-12.001	4/14/2020	5/4/2020
63D-12.002	4/14/2020	5/4/2020
63D-12.003	4/14/2020	5/4/2020
63D-12.004	4/14/2020	5/4/2020
63D-12.005	4/14/2020	5/4/2020
63D-12.006	4/14/2020	5/4/2020
63D-13.001	4/14/2020	5/4/2020
63D-13.002	4/14/2020	5/4/2020
63D-13.0021	4/14/2020	5/4/2020
63D-13.0022	4/14/2020	5/4/2020
63D-13.0023	4/14/2020	5/4/2020
63D-13.0024	4/14/2020	5/4/2020
63D-13.0025	4/14/2020	5/4/2020
63D-13.003	4/14/2020	5/4/2020
63D-13.004	4/14/2020	5/4/2020
63D-13.0041	4/14/2020	5/4/2020
63D-13.0042	4/14/2020	5/4/2020
63D-13.0043	4/14/2020	5/4/2020
63D-13.005	4/14/2020	5/4/2020
63D-13.0051	4/14/2020	5/4/2020

63D-13.0052	4/14/2020	5/4/2020
63D-13.0053	4/14/2020	5/4/2020
63D-13.0054	4/14/2020	5/4/2020
63D-13.006	4/14/2020	5/4/2020
63D-13.0061	4/14/2020	5/4/2020
63D-13.0062	4/14/2020	5/4/2020
63D-13.0063	4/14/2020	5/4/2020
63D-13.0064	4/14/2020	5/4/2020
63D-13.0065	4/14/2020	5/4/2020
65C-45.0121	4/14/2020	5/4/2020
65C-45.0122	4/14/2020	5/4/2020
65C-45.0123	4/14/2020	5/4/2020
65E-5.280	4/14/2020	5/4/2020
65H-1.011	4/14/2020	5/4/2020
65H-1.012	4/14/2020	5/4/2020
65H-1.013	4/14/2020	5/4/2020
65H-1.014	4/14/2020	5/4/2020
65H-1.015	4/14/2020	5/4/2020
65H-1.016	4/14/2020	5/4/2020
65H-1.017	4/14/2020	5/4/2020
65H-1.018	4/14/2020	5/4/2020
73BER20-1	4/20/2020	4/20/2020

**LIST OF RULES AWAITING LEGISLATIVE APPROVAL SECTIONS 120.541(3), 373.139(7) AND/OR 373.1391(6), FLORIDA STATUTES**

Rule No.	File Date	Effective Date
60FF1-5.009	7/21/2016	**/**/*****
60P-1.003	11/5/2019	**/**/*****
60P-2.002	11/5/2019	**/**/*****
60P-2.003	11/5/2019	**/**/*****
64B8-10.003	12/9/2015	**/**/*****

**Section XIII  
Index to Rules Filed During Preceding  
Week**

INDEX TO RULES FILED BETWEEN  
APRIL 13, 2020 AND APRIL 17, 2020

Rule No.	File Date	Effective Date	Proposed Vol./No.	Amended Vol./No.
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**DEPARTMENT OF STATE**

1ER20-3 4/17/2020 4/17/2020 46/77

**Division of Historical Resources**

1A-39.001 4/17/2020 5/7/2020 46/29

**Division of Cultural Affairs**

1T-1.001 4/17/2020 5/7/2020 46/14  
 1T-1.036 4/17/2020 5/7/2020 46/14  
 1T-1.039 4/17/2020 5/7/2020 46/14  
 1T-1.040 4/17/2020 5/7/2020 46/14  
 1T-1.042 4/17/2020 5/7/2020 46/14

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**Division of Plant Industry**

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**Division of Consumer Services**

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**Division of Aquaculture**

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**DEPARTMENT OF EDUCATION**

**State Board of Education**

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 6A-1.09441 4/15/2020 5/5/2020 46/42  
 6A-1.0955 4/15/2020 5/5/2020 46/41

**Commission for Independent Education**

6E-2.009 4/15/2020 5/5/2020 46/41  
 6E-4.005 4/15/2020 5/5/2020 46/41

**Florida's Office of Early Learning**

6M-4.740 4/15/2020 5/5/2020 45/228 46/51  
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**Postsecondary Reciprocal Distance Education**

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6N-1.003	4/15/2020	5/5/2020	46/42
6N-1.004	4/15/2020	5/5/2020	46/42

**DEPARTMENT OF LAW ENFORCEMENT**

**Criminal Justice Standards and Training Commission**

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11B-27.0011	4/15/2020	5/5/2020	46/29
11B-27.002	4/15/2020	5/5/2020	46/29
11B-27.00212	4/15/2020	5/5/2020	46/29
11B-27.0022	4/15/2020	5/5/2020	46/29
11B-27.005	4/15/2020	5/5/2020	46/29
11B-27.014	4/15/2020	5/5/2020	46/29
11B-35.001	4/15/2020	5/5/2020	46/29
11B-35.0011	4/15/2020	5/5/2020	46/29
11B-35.002	4/15/2020	5/5/2020	46/29
11B-35.0024	4/15/2020	5/5/2020	46/29
11B-35.003	4/15/2020	5/5/2020	46/29
11B-35.009	4/15/2020	5/5/2020	46/29

**Division of Criminal Justice Information Systems**

11C-6.009	4/15/2020	5/5/2020	46/29
11C-7.006	4/15/2020	5/5/2020	46/29
11C-7.007	4/15/2020	5/5/2020	46/29
11C-7.009	4/15/2020	5/5/2020	46/29
11C-7.010	4/15/2020	5/5/2020	46/29
11C-7.012	4/15/2020	5/5/2020	46/29
11C-7.013	4/15/2020	5/5/2020	46/29
11C-11.001	4/15/2020	5/5/2020	46/29

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63D-9.001	4/14/2020	5/4/2020	46/53
63D-9.002	4/14/2020	5/4/2020	46/53
63D-9.003	4/14/2020	5/4/2020	46/53
63D-9.004	4/14/2020	5/4/2020	46/53
63D-9.005	4/14/2020	5/4/2020	46/53
63D-9.006	4/14/2020	5/4/2020	46/53
63D-10.001	4/14/2020	5/4/2020	46/53
63D-10.002	4/14/2020	5/4/2020	46/53
63D-10.003	4/14/2020	5/4/2020	46/53
63D-10.0035	4/14/2020	5/4/2020	46/53
63D-10.004	4/14/2020	5/4/2020	46/53
63D-10.005	4/14/2020	5/4/2020	46/53
63D-10.006	4/14/2020	5/4/2020	46/53
63D-11.001	4/14/2020	5/4/2020	46/53
63D-11.002	4/14/2020	5/4/2020	46/53
63D-11.003	4/14/2020	5/4/2020	46/53
63D-11.004	4/14/2020	5/4/2020	46/53
63D-11.005	4/14/2020	5/4/2020	46/53
63D-11.006	4/14/2020	5/4/2020	46/53
63D-11.007	4/14/2020	5/4/2020	46/53
63D-12.001	4/14/2020	5/4/2020	46/53
63D-12.002	4/14/2020	5/4/2020	46/53
63D-12.003	4/14/2020	5/4/2020	46/53
63D-12.004	4/14/2020	5/4/2020	46/53
63D-12.005	4/14/2020	5/4/2020	46/53
63D-12.006	4/14/2020	5/4/2020	46/53
63D-13.001	4/14/2020	5/4/2020	46/10 46/46
63D-13.002	4/14/2020	5/4/2020	46/10
63D-13.0021	4/14/2020	5/4/2020	46/10 46/46
63D-13.0022	4/14/2020	5/4/2020	46/10 46/46
63D-13.0023	4/14/2020	5/4/2020	46/10
63D-13.0024	4/14/2020	5/4/2020	46/10
63D-13.0025	4/14/2020	5/4/2020	46/10
63D-13.003	4/14/2020	5/4/2020	46/10
63D-13.004	4/14/2020	5/4/2020	46/10 46/46
63D-13.0041	4/14/2020	5/4/2020	46/10 46/46
63D-13.0042	4/14/2020	5/4/2020	46/10 46/46
63D-13.0043	4/14/2020	5/4/2020	46/10
63D-13.005	4/14/2020	5/4/2020	46/10
63D-13.0051	4/14/2020	5/4/2020	46/10 46/46
63D-13.0052	4/14/2020	5/4/2020	46/10
63D-13.0053	4/14/2020	5/4/2020	46/10
63D-13.0054	4/14/2020	5/4/2020	46/10
63D-13.006	4/14/2020	5/4/2020	46/10
63D-13.0061	4/14/2020	5/4/2020	46/10
63D-13.0062	4/14/2020	5/4/2020	46/10 46/46
63D-13.0063	4/14/2020	5/4/2020	46/10

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 63D-13.00654/14/2020 5/4/2020 46/10 46/46

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**Family Safety and Preservation Program**

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 65C-45.0122 4/14/2020 5/4/2020 46/53  
 65C-45.0123 4/14/2020 5/4/2020 46/53

**Mental Health Program**

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**Domestic Violence**

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 65H-1.012 4/14/2020 5/4/2020 46/53  
 65H-1.013 4/14/2020 5/4/2020 46/53  
 65H-1.014 4/14/2020 5/4/2020 46/53  
 65H-1.015 4/14/2020 5/4/2020 46/53  
 65H-1.016 4/14/2020 5/4/2020 46/53  
 65H-1.017 4/14/2020 5/4/2020 46/53  
 65H-1.018 4/14/2020 5/4/2020 46/53

**LIST OF RULES AWAITING LEGISLATIVE REVIEW/  
 APPROVAL PURSUANT TO SECTIONS 120.541(3),  
 373.139(7) AND/OR 373.1391(6), FLORIDA STATUTES**

**DEPARTMENT OF MANAGEMENT SERVICES**

**E911 Board**

60FF1-5.009 7/21/2016 \*\*/\*\*/\*\*\*\* 42/105

**Division of State Employees' Insurance**

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 60P-2.002 11/5/2019 \*\*/\*\*/\*\*\*\* 45/191  
 60P-2.003 11/5/2019 \*\*/\*\*/\*\*\*\* 45/191

**DEPARTMENT OF HEALTH**

**Board of Medicine**

64B8-10.003 12/9/2015 \*\*/\*\*/\*\*\*\* 39/95 41/49

NOTE: The above section will be published on Tuesday beginning October 2, 2012, unless Monday is a holiday, then it will be published on Wednesday of that week.